



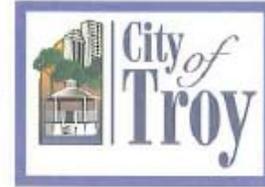
TROY CITY COUNCIL

REGULAR MEETING AGENDA

APRIL 4, 2011
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



TO: The Honorable Mayor and City Council
Troy, Michigan

FROM: John Szerlag, City Manager

SUBJECT: Background Information and Reports

Ladies and Gentlemen:

This booklet provides a summary of the many reports, communications and recommendations that accompany your Agenda. Also included are suggested or requested resolutions and/or ordinances for your consideration and possible amendment and adoption.

Supporting materials transmitted with this Agenda have been prepared by department directors and staff members. I am indebted to them for their efforts to provide insight and professional advice for your consideration.

As always, we are happy to provide such added information as your deliberations may require.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Szerlag". The signature is fluid and cursive.

John Szerlag, City Manager



TROY CITY COUNCIL

VISION STATEMENT AND GOALS

Adopted: Monday, February 7, 2011

VISION:

To honor the legacy of the past and build a strong, vibrant future and be an attractive place to live, work, and grow a business.

GOALS:

Provide a safe, clean, and livable city

- Practice good stewardship of infrastructure
- Maintain high quality professional community oriented police and fire protection
- Conserve resources in an environmentally responsible manner
- Encourage development toward a walkable, livable community

Provide effective and efficient local government

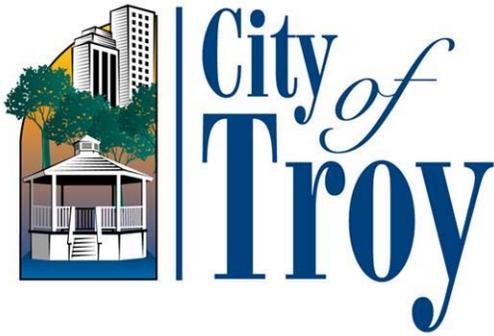
- Demonstrate excellence in community services
- Maintain fiscally sustainable government
- Attract and support a committed and innovative workforce
- Develop and maintain efficiencies with internal and external partners
- Conduct city business and engage in public policy formation in a clear and transparent manner

Build a sense of community

- Communicate internally and externally in a timely and accurate manner
- Develop platforms for transparent, deliberative and meaningful community conversations
- Involve all stakeholders in communication and engagement activities
- Encourage volunteerism and new methods for community involvement
- Implement the connectedness of community outlines in the Master Plan 2008

Attract and retain business investment

- Clearly articulate an economic development plan
 - Create an inclusive, entrepreneurial culture internally and externally
 - Clarify, reduce and streamline investment hurdles
 - Consistently enhance the synergy between existing businesses and growing economic sectors
 - Market the advantages of living and working in Troy through partnerships
-



**CITY COUNCIL
AGENDA**

**April 4, 2011 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317**

INVOCATION: Mr. Philip Pavich – St. Lucy Croatian Catholic Church 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 Certificates of Recognition and Special Presentations: 1

a) On behalf of the City of Troy Employees' Casual for a Cause Program for the months of January & February 2011, Community Affairs Director Cindy Stewart will present a check in the amount of \$771 to John Ragan, Troy Nature Society. 1

D. CARRYOVER ITEMS: 1

D-1 No Carryover Items 1

E. PUBLIC HEARINGS: 1

E-1 No Public Hearings 1

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<u>G.</u>	<u>RESPONSE / REPLY TO PUBLIC COMMENT</u>	<u>2</u>
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K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS: 7

K-1 Announcement of Public Hearings: 7

- a) April 18, 2011 – Capital Grille Outdoor Seating Area, North side of Big Beaver, East of Coolidge (2800 West Big Beaver Road, Space Q123), Section 20, Presently Zoned B-2 (Community Business), Controlled by Consent Judgment (File Number SU-386) 7
- b) April 18, 2011 - Zoning Ordinance Text Amendment – (ZOTA 236) – Comprehensive Zoning Ordinance Rewrite..... 7

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): 7

- a) Request to Sell City of Troy Owned Property, Rochester Road Surplus Parcel, Section 23, Sidwell #88-20-23-354-048 7

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L-1 No Council Referrals Submitted 8

M. COUNCIL COMMENTS 8

M-1 No Council Comments Advanced 8

N. REPORTS 8

N-1 Minutes – Boards and Committees: 8

- a) Employees’ Retirement System Board of Trustees-Final-January 12, 2011 8
- b) Election Commission-Final-January 31, 2011 8
- c) Liquor Advisory Committee-Final-February 7, 2011 8
- d) Employees’ Retirement System Board of Trustees-Final-February 9, 2011 8
- e) Planning Commission-Regular-Final-March 8, 2011 8
- f) Election Commission-Draft-March 24, 2011 8

N-2 Department Reports: 8

- a) Major Road Speed Limits 8

N-3 Letters of Appreciation: 8

- a) Letter of Appreciation to Mayor Schilling from Christine Birdsall Recognizing her Positive Experiences as a Troy Police Department Investigations Unit Volunteer 8

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INVOCATION: Mr. Philip Pavich – St. Lucy Croatian Catholic Church

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Louise E. Schilling
Robin Beltramini
Wade Fleming
Martin Howrylak
Mayor Pro Tem Mary Kerwin
Maureen McGinnis
Dane Slater

- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2011-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of Monday, April 4, 2011 due to _____

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Certificates of Recognition and Special Presentations:

- a) On behalf of the City of Troy Employees' Casual for a Cause Program for the months of January & February 2011, Community Affairs Director Cindy Stewart will present a check in the amount of \$771 to John Ragan, Troy Nature Society.

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT:**In accordance with the Rules of Procedure of the City Council, Article 16 – Members of the Public and Visitors:**

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. *City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.*

- Petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to five (5) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to five minutes to address Postponed, Regular Business or Consent Agenda items or any other item as permitted under the Open Meetings Act during the Public Comment portion of the agenda.
- City Council may waive the requirements of this section by a majority of the City Council members.
- City Council may wish to schedule a Special Meeting for Agenda items that are related to topics where there is significant public input anticipated.
- Through a request of the Chair and a majority vote of City Council, public Comment may be limited when there are fifteen (15) or more people signed up to speak either on a Public Hearing item or for the Public Comment period of the agenda.

G. RESPONSE / REPLY TO PUBLIC COMMENT**H. POSTPONED ITEMS:**

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: Planning Commission

Suggested Resolution

Resolution #2011-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPOINTS** the following individual/s to serve on the Boards and Committees as indicated:

Planning Commission*Appointed by Mayor - (9-Members) - 3-Year Term*

Donald L. Edmunds Term Expires 12/31/2013

Mark Maxwell Term Expires 12/31/2013

Tom Krent Term Expires 12/31/2013

Yes:

No:

a) City Council Appointments – None Scheduled

I-2 Board and Committee Nominations: None Scheduled

I-3 Request for Closed Session – No Closed Session Requested

I-4 Three-Year (2010/11 – 2012/13) Revised Budget – Spring 2011 Update

Suggested Resolution

Resolution #2011-04-

Moved by

Seconded by

WHEREAS, The City of Troy's financial challenge is not only about controlling expenditures, it is about forecasting revenues; and

WHEREAS, It is imperative that Troy's organizational structure matches its declining revenue stream; and

WHEREAS, Advancing solutions one year at a time is not a solution as the financial challenge spans more than one year; and

WHEREAS, The best practice of adopting a three-year balanced budget addresses financial challenges over a longer time horizon thus advising the community what level of service can be expected, or not expected, over the next 36 months; and

WHEREAS, The City of Troy took control of its future by adopting a three-year balanced budget on May 10, 2010; and

WHEREAS, These budgets were forecast to utilize an aggregate amount of fund balance estimated at \$4,900,000 to balance budgets for fiscal years 2010/11, 2011/12, and 2012/13; and

WHEREAS, The attached budget revision has been calibrated to reflect updates in accordance with the attached memorandum from City Manager, John Szerlag and Assistant City Manager/Finance and Administration, John Lamerato; and

WHEREAS, These calibrations still result in a utilization of fund balance in the aggregate of approximately \$3,768,504 for fiscal years 2010/11, 2011/12, and 2012/13;

NOW, THEREFORE BE IT RESOLVED, That the Troy City Council hereby **ADOPT** the Revised Three Year Budget (2010/11 – 2012/13), and that a copy be **ATTACHED** to the original Minutes.

Yes:

No:

J. CONSENT AGENDA:

J-1a Approval of “J” Items NOT Removed for Discussion

Suggested Resolution

Resolution #2011-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) _____, which **SHALL BE CONSIDERED** after Consent Agenda (I) items, as printed.

Yes:

No:

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2011-04- -J-2

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a. Regular City Council Meeting of March 28, 2011
- b. Special City Council Meeting of March 28, 2011

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Pump Repair and Emergency Services – Indoor and Outdoor Pools**

Suggested Resolution

Resolution #2011-04- -J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish two-year requirements of pump repair and emergency repair services for both indoor and outdoor pools

for the City of Troy with two one-year renewal options to the low total bidder, Professional Pump Inc. of Belleville, MI, at an estimated total cost of \$20,000.00 per year, at unit prices contained in the bid tabulation dated March 23, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring April 30, 2013.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

J-5 Video Service Local Franchise Agreement for WideOpenWest of Michigan

Suggested Resolution

Resolution #2011-04- -J-5

WHEREAS, Effective January 1, 2007, the Uniform Video Service Local Franchise Act, Act. No. 480 of the Public Acts of 2006, MCL 484.3301 et. seq. ("Act") went into effect; and

WHEREAS, Section 3 of the Act requires a Video Service Provider (Provider) to submit a complete franchise agreement with the local unit of government prior to offering video services within the boundaries of a local unit of government (Franchising Entity); and

WHEREAS, Section 3(2) of the Act sets a deadline for objecting to the completeness of a proposed Franchise Agreement or objecting to other non-compliance with the Act, and this deadline is 15 days after the Franchise Agreement is filed with the City; and

WHEREAS, Section 3(3) of the Act limits a Franchising Entity's review of a Franchise Agreement to the issue of completeness and compliance with State law, and also requires action on the proposed Franchise Agreement within 30 days; and

WHEREAS, On March 8, 2011, WideOpenWest Michigan, LLC, a Delaware Limited Liability Corporation, (WOW) filed its Uniform Video Service Local Franchise Agreement (Agreement) with the City of Troy (Franchise Entity); and

WHEREAS, WOW's Franchise Agreement submittal was reviewed by legal counsel, who forwarded a notice of completeness to WOW on behalf of the City of Troy on March 22, 2011, which was timely filed; and

WHEREAS, WOW's Franchise Agreement submittal has been reviewed by legal counsel, who has certified that the WOW Franchise Agreement satisfies the legal and technical requirements of the Act; and

WHEREAS, The Troy City Council is therefore required by state statute to approve WOW's Franchise Agreement on or before April 8, 2011, since WOW has satisfied the legal and technical requirements of the Act;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **FINDS** that the Agreement meets the legal and technical requirements of the Act, and solely for that reason, the Troy City Council hereby **APPROVES** the Agreement with WOW, in compliance with Section 3(3) of the Act.

BE IT FURTHER RESOLVED, That such approval by the City is given only because it is required by the Act, and is not an indication of the City's agreement with or assent to any provisions of the Act or Agreement.

BE IT FURTHER RESOLVED, That the approval of the WOW Franchise Agreement does not waive the City's rights to challenge any provisions of the Act and/or any related provisions of the Agreement, including the argument that such provisions are invalid and unenforceable as violations of law or an unconstitutional impairment of the City's contractual rights. Furthermore, the City reserves any and all rights stemming from any successful challenge to such provisions that are undertaken by any other local franchising entity.

BE IT FINALLY RESOLVED, That the Mayor and the City Clerk shall **SIGN** the WOW Franchise Agreement, on behalf of the City of Troy, and a copy of the executed agreement shall be **ATTACHED** to the original Minutes, and the City Clerk shall **FORWARD** the executed agreement, in addition to a certified copy of this Resolution, to WOW at the address indicated in the Franchise Agreement.

J-6 Lease Agreement Extension – Gallatin, Inc. d/b/a Camp Ticonderoga Restaurant at Sylvan Glen Golf Course

Suggested Resolution

Resolution #2011-04- -J-6

WHEREAS, On December 18, 1995, Troy City Council approved a five-year Lease Agreement for the operation of a restaurant business and Class "C" liquor establishment with options to renew for up to three (3) additional five (5) year terms pursuant to Section 29.8 of the lease agreement under the same terms and conditions to Gallatin, Inc d/b/a Camp Ticonderoga of Metamora, MI, (Resolution #95-1119); and

WHEREAS, Over the term of the lease agreement Troy City Council approved three addenda, one in each of the following years –1996, 2000, and 2008 – in 1996 for a sign variance; in 2000 for the ability to sell a maximum of two (2) beers per golfer from the clubhouse for consumption on the golf course providing Lessee is properly licensed through the Michigan Liquor Control Commission; and in 2008, to serve alcoholic beverages on Sylvan Glen Golf Course proper through the use of a beverage cart; and

WHEREAS, Gallatin, Inc. d/b/a Camp Ticonderoga has agreed to extend their current lease agreement from April 15, 2011 to August 15, 2011 to allow for the negotiation of a new lease agreement; and

THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **DEEMS** it to be in the City's best interest to **EXTEND** the lease agreement with Gallatin, Inc. d/b/a Camp Ticonderoga to continue the operation of a restaurant business and Class "C" liquor establishment during the negotiation of a new lease agreement under the same terms and conditions as outlined in the Extension of Lease Agreement dated April 1, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, The Mayor and City Clerk are hereby **AUTHORIZED** to **EXECUTE** the Lease Agreement Extension.

J-7 City of Troy v Sentry, Inc., et al.Suggested Resolution

Resolution #2011-04- -J-7

RESOLVED, That the City of Troy City Council hereby **APPROVES** the proposed Consent Judgment in the condemnation case of *City of Troy v Sentry, Inc.* Oakland County Circuit Court Case No. 09-101400-CC, and authorizes payment in the amounts stated therein, and further **AUTHORIZES** the City Attorney's Office to **EXECUTE** the document on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings:

- a) April 18, 2011 – Capital Grille Outdoor Seating Area, North side of Big Beaver, East of Coolidge (2800 West Big Beaver Road, Space Q123), Section 20, Presently Zoned B-2 (Community Business), Controlled by Consent Judgment (File Number SU-386)
- b) April 18, 2011 - Zoning Ordinance Text Amendment – (ZOTA 236) – Comprehensive Zoning Ordinance Rewrite

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time):

- a) Request to Sell City of Troy Owned Property, Rochester Road Surplus Parcel, Section 23, Sidwell #88-20-23-354-048

L. COUNCIL REFERRALS:

Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda

L-1 No Council Referrals Submitted

M. COUNCIL COMMENTS

M-1 No Council Comments Advanced

N. REPORTS

N-1 Minutes – Boards and Committees:

- a) Employees’ Retirement System Board of Trustees-Final-January 12, 2011
- b) Election Commission-Final-January 31, 2011
- c) Liquor Advisory Committee-Final-February 7, 2011
- d) Employees’ Retirement System Board of Trustees-Final-February 9, 2011
- e) Planning Commission-Regular-Final-March 8, 2011
- f) Election Commission-Draft-March 24, 2011

N-2 Department Reports:

- a) Major Road Speed Limits

N-3 Letters of Appreciation:

- a) Letter of Appreciation to Mayor Schilling from Christine Birdsall Recognizing her Positive Experiences as a Troy Police Department Investigations Unit Volunteer

N-4 Proposed Proclamations/Resolutions from Other Organizations:

- a) County Executive Declaration: Month of April, 2011 – Fair Housing Month “Live Free”

N-5 MLCC Sunday Sales Reports

O. STUDY ITEMS

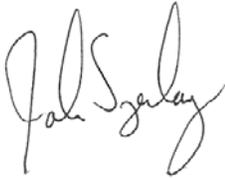
O-1 Discussion Regarding What City Council Learned from Community Conversations During Public Engagement Sessions

P. CLOSED SESSION:

P-1 No Closed Session Requested

Q. ADJOURNMENT

Respectfully submitted,



John Szerlag, City Manager

FUTURE CITY COUNCIL PUBLIC HEARINGS:

Monday, April 18, 2011 – Capital Grille – Section 20 – Outdoor Seating

**Monday, April 18, 2011 - Zoning Ordinance Text Amendment – (ZOTA 236) –
Comprehensive Rewrite**

SCHEDULED REGULAR CITY COUNCIL MEETINGS:

Monday, April 18, 2011	Regular Meeting
Monday, April 25, 2011 (Budget)	Regular Meeting
Monday, May 2, 2011 (Budget).....	Regular Meeting
Monday, May 9, 2011.....	Regular Meeting
Monday, May 16, 2011.....	Regular Meeting
Monday, June 6, 2011	Regular Meeting
Monday, June 20, 2011	Regular Meeting
Monday, July 11, 2011	Regular Meeting
Monday, July 25, 2011	Regular Meeting
Monday, August 8, 2011	Regular Meeting
Monday, August 22, 2011	Regular Meeting
Monday, August 29, 2011	Regular Meeting
Monday, September 12, 2011.....	Regular Meeting
Monday, September 26, 2011.....	Regular Meeting
Monday, October 3, 2011	Regular Meeting
Monday, October 17, 2011	Regular Meeting
Monday, November 14, 2011	Regular Meeting
Monday, November 21, 2011	Regular Meeting
Monday, November 28, 2011	Regular Meeting
Monday, December 5, 2011.....	Regular Meeting
Monday, December 19, 2011	Regular Meeting



CITY COUNCIL AGENDA ITEM

Date: March 23, 2011

To: The Honorable Mayor and City Council Members

From: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration

Subject: Three Year (2010/11 – 2012/13) Revised Budget – Spring 2011 Update

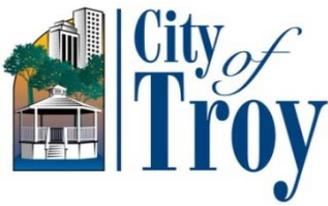
Please find attached, the Three Year (2010/11 – 2012/13) Revised Budget – Spring 2011 Update report for your review and consideration. This item will appear as a regular business item on the April 4, 2011 regular City Council meeting agenda.

If you have any questions, please feel free to contact one of us. As a point of information, the current year estimates and the 2011-12 Budget will be covered in much more detail during the budget study sessions already scheduled for April 25 and May 2, 2011. In addition, please know that ICMA's recommendation to restore 4 police officer positions in FY 2013/14 will need to be addressed in our budget discussions on May 2, 2011.

Three Year (2010/11-2012/13) Revised Budget Spring 2011 Update



2010/11- 2012/13 Budget



2010/11-
2012/13
Budget

THREE YEAR (2010-11 THROUGH 2012-13)
REVISED BUDGET
SPRING 2011 UPDATE

March 23, 2011

REVENUE TRENDS

PROPERTY TAXES - The original projected taxable value reductions for 2011-12 and 2012-13 were 10.6% and 4.8% respectively. The revised reductions are 8.5% for 2011-12 and 7.0% for 2012-13. The residential class is realizing a lesser reduction, which is being offset by a larger reduction in commercial and industrial classes of property.

LICENSES & PERMITS – The permit activity has picked up, we are projecting a 39% increase in this revenue source from the depressed results of the past two years. The 2010-11 estimates are calling for a \$200,000 increase over the original budget.

STATE GRANTS – We are using the constitutional amount for budget purposes. We feel that we are well positioned to receive additional funding based on best practices, but are a little hesitant to budget that additional revenue until all the details are worked out in Lansing.

CHARGES FOR SERVICES – Reflects the reduction of \$250,000 from no longer providing winter maintenance to county roads. The Community Center revenues have been recalibrated to provide for a breakeven operation of that facility.

OPERATING TRANSFERS IN - This revenue source contains transfers in from the Capital Projects Fund in the amounts of \$1,500,000 for 2011-12 and \$2,228,000 for 2012-13. These amounts became available by cancelling funding for the trail system, civic center site improvements and new park development funds.

RE-APPROPRIATION OF FUND BALANCE – The 2011-12 Budget will require a \$2.2 million re-appropriation of fund balance compared to an original estimate of \$1.8 million. The 2012-13 Budget calls for a re-appropriation of \$.8 million the same amount as originally estimated. It should be noted that the 2012-13 re-appropriation is coming entirely from the General Fund Unassigned Fund Balance. The original budget estimate had \$250,000 coming from the Volunteer Firefighter Incentive Reserve Fund Balance. We will not have to use that reserve because the General Fund Unassigned Fund Balance has the necessary funds. By utilizing the above mentioned amounts the percentage of the Unassigned Fund Balance to the General Fund budget will be approximately 18.5% at June 30, 2011 and 17.9% at June 30, 2012. The utilization of fund balance to balance a budget means that you have a deficit spending plan or in other words your operating expenses are more than your operating revenues.



2010/11-
2012/13
Budget

THREE YEAR (2010-11 THROUGH 2012-13)
REVISED BUDGET
SPRING 2011 UPDATE

EXPENDITURE TRENDS

PERSONAL SERVICES –The 2011-12 Budget reflects the reduction of 47 full-time positions after restoring seven positions (5 in Public Works and 2 in Parks), according to the ICMA recommendations. The 2012-13 Budget reflects the reduction of 17 full-time positions (Lieutenant, 2-Sergeants, 10-Police Officers, 2-Police Service Aides, Record Clerk and Secretary) in the Police Department, according to Option 1.

The 2011-12 defined benefit pension contribution has been reduced by approximately \$300,000 from the 2009 actuarial estimate due to a favorable investment return for the year ending December 31, 2010. The actuary is currently working on our December 31, 2010 report and until that time we will not know the exact amount of our required contribution. The actuaries are also working on our bi-annual retiree healthcare valuation and until those results are in we will not know the exact amount of our required contribution.

Wage and benefit concessions were taken into consideration for all employee groups in accordance with Council's direction of a 10% reduction of base salary/wage, pension, FICA, and workers compensation.

LIBRARY, MUSEUM & NATURE CENTER - These three facilities have only estimated holding cost budgeted for 2011-12 and 2012-13.

SUMMARY – The revisions are mainly attributable to the funding of the Community Center operations that were removed from the original three year budget. The Community Center budget was included in the 2011-12 and 2012-13 budgets because of their ability to cover their operating cost without any subsidy from the General Fund.



2010/11 -
2012/13
Budget

**GENERAL FUND
REVENUE SUMMARY BY ACCOUNT**

Account # and Description	2009 Actual	2010 Actual	2011 Projected	2011 Budget	2012 Budget	2013 Budget
4000 Revenues						
4401 Taxes						
4402 Property Taxes	\$ 34,072,009	\$ 33,808,079	\$ 30,500,000	\$ 30,500,000	\$ 28,000,000	\$ 26,000,000
4423 Mobile Home Tax	1,500	2,015	2,000	1,500	2,000	2,000
4427 Senior Citizen Housing	31,155	31,352	31,000	31,000	31,000	31,000
4445 Tax Penalties and Interest	688,462	829,922	780,000	600,000	780,000	800,000
4447 Administration Fee	1,694,329	1,691,147	1,480,000	1,490,000	1,350,000	1,256,000
4401 Total - Taxes	\$ 36,487,455	\$ 36,362,515	\$ 32,793,000	\$ 32,622,500	\$ 30,163,000	\$ 28,089,000
4450 Licenses and Permits						
4451.20 Electric, Plumbing, Heat	\$ 6,690	\$ -	\$ 6,000	\$ -	\$ 6,000	\$ 6,000
4451.30 Builders	-	-	2,000	2,000	2,000	2,000
4451.40 Sign Erectors	-	-	500	500	500	500
4451.50 Service Stations	175	200	200	-	200	200
4451.60 Amusements	17,561	18,966	17,000	19,000	19,000	19,000
4451.70 Other	15,889	24,089	20,000	-	20,000	20,000
4450 Licenses and Permits	\$ 40,315	\$ 43,255	\$ 45,700	\$ 21,500	\$ 47,700	\$ 47,700
4451 Business Licenses and Permits						
4476.10 Refrigeration and Air Conditioning	\$ 21,050	\$ -	\$ -	\$ -	\$ -	\$ -
4476.15 Building	775,859	626,807	700,000	600,000	900,000	900,000
4476.20 Electrical	85,029	91,246	100,000	100,000	140,000	140,000
4476.25 Heating	52,878	72,773	80,000	75,000	120,000	120,000
4476.30 Plumbing	52,942	52,369	60,000	60,000	90,000	90,000
4476.35 Animal	29,457	33,860	23,000	30,000	-	-
4476.40 Sidewalks	7,393	7,092	9,000	8,000	9,000	9,000
4476.45 Fence	2,455	1,984	2,000	3,000	2,000	2,000
4476.50 Sewer Inspection	7,624	7,923	7,000	10,000	7,000	8,000
4476.55 Right of Way	8,450	3,700	10,000	10,000	10,000	10,000
4476.60 Multiple Dwelling Inspection	20,325	24,124	35,000	28,000	35,000	35,000
4476.65 Grading	2,120	2,390	3,000	2,000	3,000	3,000
4476.70 Fire Protection	61,301	60,832	60,000	60,000	60,000	60,000
4476.75 Occupancy	30,409	26,586	26,000	25,000	30,000	30,000
4476.80 Sign	35,724	33,196	35,000	40,000	35,000	40,000
4476.85 Fireworks	625	750	500	500	500	500
4476.90 Hazardous Materials	2,275	24,050	12,000	5,000	10,000	10,000
4476.95 Miscellaneous	960	870	1,000	2,000	1,000	1,000
4476 Non-Business Licenses and Permits	\$ 1,196,876	\$ 1,070,552	\$ 1,163,500	\$ 1,058,500	\$ 1,452,500	\$ 1,458,500
4450 Total - Licenses and Permits	\$ 1,237,191	\$ 1,113,807	\$ 1,209,200	\$ 1,080,000	\$ 1,500,200	\$ 1,506,200
4501 Federal Grants						
4507 Domestic Preparedness	\$ 486	\$ 1,050	\$ -	\$ -	\$ -	\$ -
4510 Federal Grant- VEST	25,683	266	12,000	12,000	12,000	12,000
4512 MCOLES Police Academy	-	78,546	-	5,600	-	-
4524 Fed Grant - OHSP	7,145	1,967	-	-	-	-
4501 Total - Federal Grants	\$ 33,314	\$ 81,829	\$ 12,000	\$ 17,600	\$ 12,000	\$ 12,000
4539 State Grants						
4543.100 Criminal Justice	\$ 27,705	\$ 25,535	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000
4543.120 911 Training	19,025	19,553	10,000	20,000	-	-
4543.130 Oakland County NET	13,311	5,753	5,200	7,500	1,300	-
4543 State Grants Pub Safety	\$ 60,041	\$ 50,841	\$ 42,200	\$ 54,500	\$ 28,300	\$ 27,000
4566.LIBRARY Library	\$ 50,856	\$ 16,100	\$ 16,050	\$ 15,000	\$ -	\$ -
4566 State Grants-Culture	\$ 50,856	\$ 16,100	\$ 16,050	\$ 15,000	\$ -	\$ -



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REVENUE SUMMARY BY ACCOUNT**

Account # and Description	2009 Actual	2010 Actual	2011 Projected	2011 Budget	2012 Budget	2013 Budget
4574.010 Homestead Exempt Reimbursement	\$ 3,435	\$ 6,549	\$ 6,000	\$ 5,000	\$ 6,000	\$ 6,000
4574.020 Liquor Licenses	60,667	66,258	68,000	68,000	68,000	68,000
4574.030 Sales Tax	6,313,999	5,615,666	5,200,000	5,100,000	5,200,000	5,200,000
4574 State Revenue Sharing	\$ 6,378,101	\$ 5,688,473	\$ 5,274,000	\$ 5,173,000	\$ 5,274,000	\$ 5,274,000
4539 Total - State Grants	\$ 6,488,998	\$ 5,755,414	\$ 5,332,250	\$ 5,242,500	\$ 5,302,300	\$ 5,301,000
4580 Contributions - Local						
4582 Public Safety	\$ 45,226	\$ 13,317	\$ 32,000	\$ 15,000	\$ 15,000	\$ 15,000
4587 Library-Penal Fines	108,261	103,327	100,000	100,000	-	-
4588 Library-Mini Grants	2,700	5,000	-	-	-	-
4589 County-West Nile	30,058	18,035	6,000	-	-	-
4580 Total - Contributions - Local	\$ 186,245	\$ 139,679	\$ 138,000	\$ 115,000	\$ 15,000	\$ 15,000
4600 Charges for Services						
4607.010 Animal Impounds	\$ 975	\$ 1,050	\$ 500	\$ 1,000	\$ -	\$ -
4607.015 Police Auto Crash Property Damage	-	-	-	-	-	-
4607.016 Police Injury Accident Recovery	-	-	-	-	-	-
4607.020 Building Board of Appeal	1,150	860	1,000	1,000	1,000	1,000
4607.025 Business Occupancy Permit	200	-	4,000	7,500	4,000	7,500
4607.030 CATV Franchise Fee	969,142	978,068	1,000,000	950,000	1,000,000	1,000,000
4607.035 IFT Exemption Fee	-	-	5,000	-	5,000	-
4607.040 Non Resident Library Card	19,600	17,200	10,000	16,000	-	-
4607.045 Non Resident Internet	1,440	5,969	3,000	6,000	-	-
4607.050 Miscellaneous	3,911	1,450	2,000	1,000	1,000	1,000
4607.060 Museum Program Fees	61,558	61,674	200	10,000	-	-
4607.064 Museum - Admission	-	14,320	6,000	5,000	-	-
4607.066 Nature Center - Admission	-	10,308	9,000	10,000	-	-
4607.070 Plan Review Fee	58,378	61,986	70,000	50,000	60,000	60,000
4607.085 NSF Fees	12,406	10,425	10,000	12,000	12,000	12,000
4607.090 P.U.D. Application Fee	12,728	7,090	6,000	15,000	6,000	6,000
4607.095 Police Arrest Booking	-	-	-	-	-	-
4607.110 Site Plans	22,800	25,870	25,000	25,000	25,000	25,000
4607.135 Telecom - METRO	234,277	240,426	240,000	230,000	240,000	240,000
4607.140 Towing Fees	12,080	13,000	12,000	20,000	20,000	20,000
4607.150 Vital Statistics	133,482	131,099	135,000	135,000	135,000	140,000
4607.170 Zoning Board of Appeal	5,330	4,205	4,000	6,000	5,000	6,000
4607.180 Zoning Fees	12,800	2,800	4,000	5,000	5,000	5,000
4607 Charges for Services - Fees	\$ 1,562,257	\$ 1,587,800	\$ 1,546,700	\$ 1,505,500	\$ 1,519,000	\$ 1,523,500
4626.010 Cemetery-Open & Close	\$ 3,850	\$ 3,500	\$ 3,000	\$ 4,000	\$ 3,000	\$ 4,000
4626.020 Court Ordered Payment & In	12,259	4,875	8,000	12,000	10,000	10,000
4626.030 County Road Maintenance	249,691	234,064	250,000	250,000	-	-
4626.060 DPW Services	35,616	9,950	10,000	30,000	10,000	10,000
4626.070 Duplicating & Photostat	40,668	40,146	38,000	40,000	38,000	38,000
4626.080 Election Services	310	3,878	150	100	100	-
4626.085 School Elections	-	-	3,500	3,300	-	-
4626.090 Engineering Fees	981,476	1,410,338	1,300,000	1,000,000	1,300,000	1,300,000
4626.095 Inspections - Madison Heights	11,000	26,400	2,200	26,400	-	-
4626.100 Landscape/Tree Preservation Plan	10,976	7,421	2,000	8,000	2,000	2,000
4626.110 Microfilming	3,809	2,919	4,000	5,000	4,000	4,000
4626.120 Miscellaneous	8,332	10,247	10,000	10,000	10,000	10,000
4626.125 Passports	51,492	43,628	40,000	50,000	40,000	40,000
4626.130 Police Services-Contractual	101,181	68,075	90,000	50,000	90,000	90,000
4626.135 Police Service-Clawson	200,309	203,270	203,000	203,000	190,000	190,000
4626.140 Police Inspection Reports	44,070	49,749	50,000	40,000	50,000	50,000
4626.141 Police PBT	10,135	2,295	500	2,500	400	1,000



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Account # and Description	2009 Actual	2010 Actual	2011 Projected	2011 Budget	2012 Budget	2013 Budget
4626.145 Police APCO Training	\$ -	\$ -	\$ -	\$ 5,650	\$ -	\$ -
4626.170 ROW Fees	9,540	68,407	10,000	10,000	10,000	10,000
4626.210 Soil Erosion	21,570	12,080	15,000	30,000	15,000	15,000
4626.220 Special Right of Way Maintenance	25,706	7,648	10,000	40,000	10,000	10,000
4626.230 Weed Cutting	23,251	23,612	31,000	24,000	25,000	24,000
4626 Charges/Services Rendered	\$ 1,845,241	\$ 2,232,502	\$ 2,080,350	\$ 1,843,950	\$ 1,807,500	\$ 1,808,000
4642.010 Abandoned Vehicles	\$ 26,274	\$ 46,665	\$ 55,000	\$ 50,000	\$ 45,000	\$ 50,000
4642.020 Auction Confiscated Property	13,048	24,483	20,000	20,000	20,000	20,000
4642.050 Landscaping & Greenbelt	-	12,291	12,000	12,000	12,000	12,000
4642.070 Miscellaneous	11,337	16,318	20,000	20,000	20,000	20,000
4642.080 Printed Materials	2,476	1,246	1,000	1,000	1,000	1,000
4642.100 Recreation & OEC Merchandise	35,725	30,886	15,000	15,000	-	-
4642.115 Senior Store	14,903	16,309	16,000	20,000	-	-
4642.120 Sign Installations	159	87	-	1,000	-	-
4642.130 Smart Tickets	5,545	5,073	-	5,000	-	-
4642.150 Tree Planting	2,880	2,810	4,000	2,800	2,800	2,800
4642 Charges/Service - Sales	\$ 112,347	\$ 156,168	\$ 143,000	\$ 146,800	\$ 100,800	\$ 105,800
4651.040 Miscellaneous	\$ 14	\$ -	\$ -	\$ -	\$ -	\$ -
4651.050 Outdoor Education Center	55,872	60,395	10,000	15,000	-	-
4651.074 Senior Citizen Activities	285,583	332,674	320,000	370,000	100,000	100,000
4651.075 Community Center Passes	1,510,191	1,392,669	1,325,000	1,525,000	1,400,000	1,450,000
4651.076 Community Center Swim Programs	234,586	252,774	240,000	230,000	240,000	250,000
4651.077 Community Center Fitness Classes	79,630	69,341	60,000	92,000	60,000	70,000
4651.078 Community Center Programs/Events	36,498	28,213	25,000	30,000	30,000	30,000
4651.080 Summer Program	1,393,257	1,421,026	1,200,000	1,400,000	803,000	825,000
4651 Charges/Service-Use/Administration	\$ 3,595,631	\$ 3,557,092	\$ 3,180,000	\$ 3,662,000	\$ 2,633,000	\$ 2,725,000
4600 Total - Charges for Services	\$ 7,115,476	\$ 7,533,562	\$ 6,950,050	\$ 7,158,250	\$ 6,060,300	\$ 6,162,300
4655 Fines and Forfeits						
4655.010 County Reimbursement-Court	\$ 345,751	\$ 379,863	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
4655.015 DMIF	189	11,498	2,000	-	2,000	2,000
4655.020 Drug Forfeiture Proceed	270,304	379,962	200,000	270,000	200,000	200,000
4655.022 Police Investigations Reimburse	-	71,002	60,000	68,000	62,000	68,000
4655.030 False Alarms-Fire	9,400	35,250	28,000	26,000	30,000	30,000
4655.040 False Alarms-Police	169,030	142,283	240,000	220,000	240,000	260,000
4655.046 Federal Drug Forfeiture	6,382	1,170	30,000	39,270	30,000	30,000
4655.050 Library-Book Fines	133,614	128,701	100,000	130,000	-	-
4655.060 O.U.I.L Reimbursement	67,604	73,901	70,000	55,000	70,000	70,000
4655.065 Civil Infractions	1,095	1,260	2,500	2,000	2,000	2,000
4655.066 State Drug Forfeiture	48,634	505	15,000	30,000	15,000	25,000
4655.070 Bond Processing Fees	1,358	1,334	1,000	1,000	1,000	1,000
4655 Total - Fines and Forfeits	\$ 1,053,361	\$ 1,226,729	\$ 1,148,500	\$ 1,241,270	\$ 1,052,000	\$ 1,088,000
4664 Interest and Rents						
4667.010 Building Rent	\$ 242,213	\$ 232,462	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
4667.015 Communication Tower Rent	50,400	59,400	57,600	57,600	57,600	57,600
4667.020 Concession Stand Rental	3,325	2,280	4,800	3,500	3,500	3,500
4667.025 Community Center Rent	235,828	262,926	250,000	260,000	250,000	270,000
4667.028 Flynn Park - Beaumont	15,000	15,000	15,240	15,240	15,240	15,240
4667.030 Gazebo Rental	3,150	4,700	2,000	2,000	-	-
4667.045 Library Café Rental	750	4,520	3,000	4,500	-	-
4667.050 Library Rent-AV	16,822	15,301	12,000	16,000	-	-
4667.060 Library Rent-Books	2,315	1,704	1,000	2,500	-	-
4667.075 Field Maintenance	53,058	50,999	50,000	50,000	30,000	40,000



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Account # and Description	2009 Actual	2010 Actual	2011 Projected	2011 Budget	2012 Budget	2013 Budget
4667.085 Parking Lot (SMART)	\$ 176,918	\$ 192,898	\$ 190,000	\$ 185,000	\$ 190,000	\$ 190,000
4667.095 Tennis Bubble Rent	27,636	26,562	27,000	28,000	28,000	28,000
4667 Rent Income	\$ 827,415	\$ 868,752	\$ 862,640	\$ 874,340	\$ 824,340	\$ 854,340
4669.020 Investment Income	\$ 718,807	\$ 267,442	\$ 250,000	\$ 300,000	\$ 250,000	\$ 275,000
4669 Investment Income	\$ 718,807	\$ 267,442	\$ 250,000	\$ 300,000	\$ 250,000	\$ 275,000
4664 Total - Interest and Rents	\$ 1,546,222	\$ 1,136,194	\$ 1,112,640	\$ 1,174,340	\$ 1,074,340	\$ 1,129,340
4671 Other Revenue						
4675.040 Contributions-Library	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -
4675.050 Contributions-Fire Dept	3	-	200	-	-	-
4675.060 Contributions-Miscellaneous	6,000	13,257	3,000	-	2,000	2,000
4675.070 Contributions-Museum	76,170	57,083	40,000	40,000	-	-
4675.080 Contributions-Police Department	5,679	8,097	35,000	5,000	5,000	5,000
4675.090 Contributions-Police - Recovery	-	-	-	-	-	-
4675.110 Contributions-Parks & Recreation	16,627	1,510	12,000	1,000	1,000	1,000
4675 Total - Contributions - Private	\$ 104,479	\$ 79,947	\$ 90,200	\$ 47,000	\$ 8,000	\$ 8,000
4676 Reimbursements						
4676.010 Reimbursements	\$ 5,428	\$ 3,614	\$ 12,000	\$ 12,220	\$ -	\$ -
4676 Total - Reimbursements	\$ 5,428	\$ 3,614	\$ 12,000	\$ 12,220	\$ -	\$ -
4677.226 Admin. Charges - Refuse	\$ -	\$ 50,000	\$ 51,500	\$ 51,500	\$ 53,000	\$ 55,000
4677.301 Admin. Charges - Debt Services	46,440	50,000	51,500	51,500	53,000	55,000
4677.584 Admin. Charges - Sylvan Glen	45,420	50,000	30,000	51,500	30,000	31,000
4677.590 Admin. Charges - Sewer	124,000	150,000	195,000	195,000	201,000	207,000
4677.591 Admin. Charges - Water	142,000	175,000	250,000	250,000	258,000	266,000
4677.661 Admin. Charges - Motor Pool	39,000	50,000	51,500	51,500	53,000	55,000
4677.731 Retirement System	-	25,000	25,000	25,000	25,000	27,000
4677 Administrative Charges	\$ 396,860	\$ 550,000	\$ 654,500	\$ 676,000	\$ 673,000	\$ 696,000
4687.010 Refunds-Legal Fees	\$ 5,318	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
4687.040 Rebates	97,395	10,353	4,500	4,500	4,500	5,000
4687 Refunds & Rebates	\$ 102,713	\$ 10,353	\$ 4,500	\$ 9,500	\$ 4,500	\$ 10,000
4671 Miscellaneous	93,151	189	10,000	10,000	10,000	10,000
4671 Other Revenues	\$ 702,631	\$ 644,103	\$ 771,200	\$ 754,720	\$ 695,500	\$ 724,000
4000 Total - Revenues	\$ 54,850,893	\$ 53,993,832		\$ 49,406,180	\$ 45,874,640	\$ 44,026,840
4695 Other Financing Sources						
4699 Operating Transfer In						
4699.101 Transfer From General	\$ -	\$ -	\$ -	\$ 2,400,000	\$ 2,165,131	\$ 780,660
4699.202 Transfer From M/S Fund	2,417,128	1,678,007	1,725,800	1,887,960	1,742,850	1,800,000
4699.203 Transfer From L/S Fund	1,505,421	1,628,568	1,606,310	1,721,940	1,662,080	1,700,000
4699.243 Transfer From LDFA	10,000	50,000	50,000	50,000	50,000	50,000
4699.248 Transfer From DDA	207,607	388,274	355,250	376,560	258,000	258,000
4699.250 Transfer From Brownfield	10,000	1,198,310	25,000	25,000	25,000	25,000
4699.257 Transfer From Budget Stabilization	54,113	300,000	305,000	305,000	305,000	305,000
4699.401 Transfer From Capital	100,000	-	-	-	1,500,000	2,228,000
4699.403 Transfer From Special Assessment	-	1,000,000	1,000,000	1,000,000	356,000	-
4699.590 Transfer From Sewer	704,200	627,160	631,270	666,350	652,820	706,000
4699 Total - Operating Transfer In	\$ 5,008,469	\$ 6,870,319	\$ 5,698,630	\$ 8,432,810	\$ 8,716,881	\$ 7,852,660
4695 Total-Other Financing Sources	\$ 5,008,469	\$ 6,870,319	\$ 5,698,630	\$ 8,432,810	\$ 8,716,881	\$ 7,852,660
1010 Total-General Fund Revenues	\$ 59,859,362	\$ 60,864,151	\$ 55,165,470	\$ 57,838,990	\$ 54,591,521	\$ 51,879,500

Original Budget

Revisions

\$ 52,203,240 \$ 50,143,890

\$ 2,388,281 \$ 1,735,610



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**GENERAL FUND
EXPENDITURES HISTORY BY DEPARTMENT**

Description	2009 Actual	2010 Actual	2011 Projected	2011 Budget	2012 Budget	2013 Budget
<u>Building Inspection</u>						
Building Inspection	\$ 2,137,944	\$ 1,882,269	\$ 983,800	\$ 962,513	\$ 1,198,914	\$ 1,200,000
Total - Building Inspection	\$ 2,137,944	\$ 1,882,269	\$ 983,800	\$ 962,513	\$ 1,198,914	\$ 1,200,000
<u>Council/Executive Administration</u>						
Council	\$ 63,131	\$ 55,895	\$ 56,042	\$ 60,393	\$ 58,142	\$ 60,000
Manager	755,340	673,131	1,168,565	1,218,814	1,194,990	1,220,000
Attorney	1,073,949	1,084,122	953,760	1,036,260	1,009,386	1,025,000
Elections	267,624	200,256	202,991	263,367	218,618	264,000
Clerk	475,399	495,823	471,980	478,760	362,369	360,000
Human Resources	595,335	519,676	482,430	491,384	418,847	425,000
Community Affairs	518,212	340,716	-	-	-	-
Total - Council/Executive Admin.	\$ 3,748,990	\$ 3,369,619	\$ 3,335,768	\$ 3,548,978	\$ 3,262,352	\$ 3,354,000
<u>Engineering</u>						
Engineering - General	\$ 2,432,591	\$ 1,995,256	\$ 1,862,300	\$ 1,900,946	\$ 1,898,786	\$ 1,935,000
Traffic Engineering	92,524	48,208	37,470	51,051	50,339	51,000
Total - Engineering	\$ 2,525,115	\$ 2,043,464	\$ 1,899,770	\$ 1,951,997	\$ 1,949,125	\$ 1,986,000
<u>Finance</u>						
Accounting	\$ 1,146,827	\$ 836,004	\$ 754,850	\$ 765,140	\$ 734,170	\$ 748,000
Risk Management	3,253	252,133	174,530	177,236	184,016	188,000
Independent Audit	62,157	61,225	61,331	64,000	58,000	59,500
Purchasing	376,904	377,310	308,565	379,798	268,812	274,000
Board of Review	4,661	3,035	2,930	2,925	2,925	3,000
Treasurer	628,293	629,767	821,785	629,837	663,725	677,000
Assessing	960,869	965,003	805,770	806,900	821,227	837,000
Total - Finance	\$ 3,182,964	\$ 3,124,477	\$ 2,929,761	\$ 2,825,836	\$ 2,732,875	\$ 2,786,500
<u>Fire</u>						
Total - Fire	\$ 4,422,113	\$ 4,263,605	\$ 4,226,749	\$ 4,238,338	\$ 4,214,198	\$ 4,300,000
<u>Library/Museum</u>						
Library	\$ 3,689,222	\$ 3,391,740	\$ 2,100,080	\$ 2,259,670	\$ 97,550	\$ 99,500
Museum Buildings	459,021	494,416	196,740	199,773	56,960	58,000
Museum Grounds	19,006	19,771	19,800	18,798	16,000	16,500
Total - Library/Museum	\$ 4,167,249	\$ 3,905,927	\$ 2,316,620	\$ 2,478,241	\$ 170,510	\$ 174,000

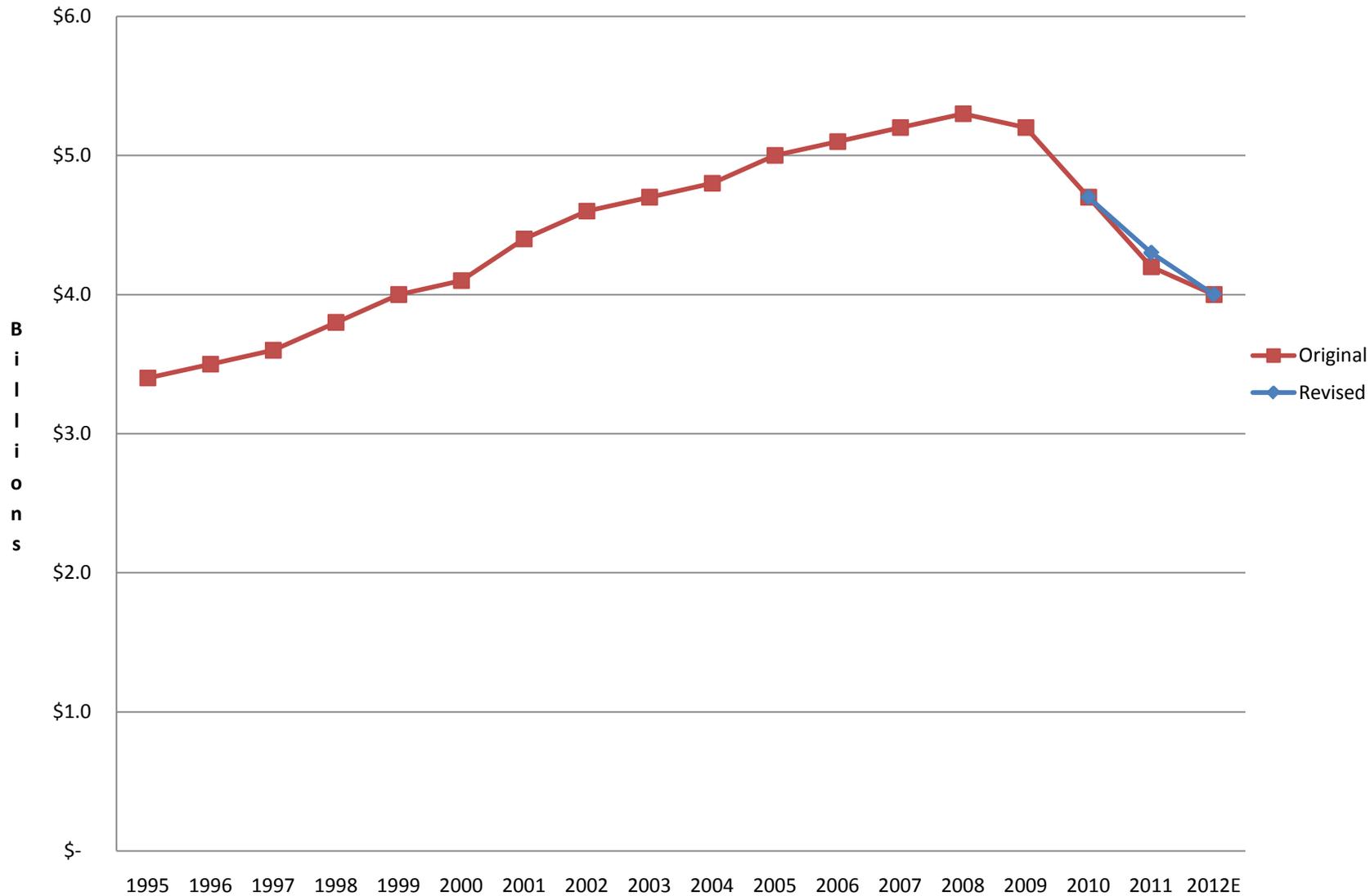


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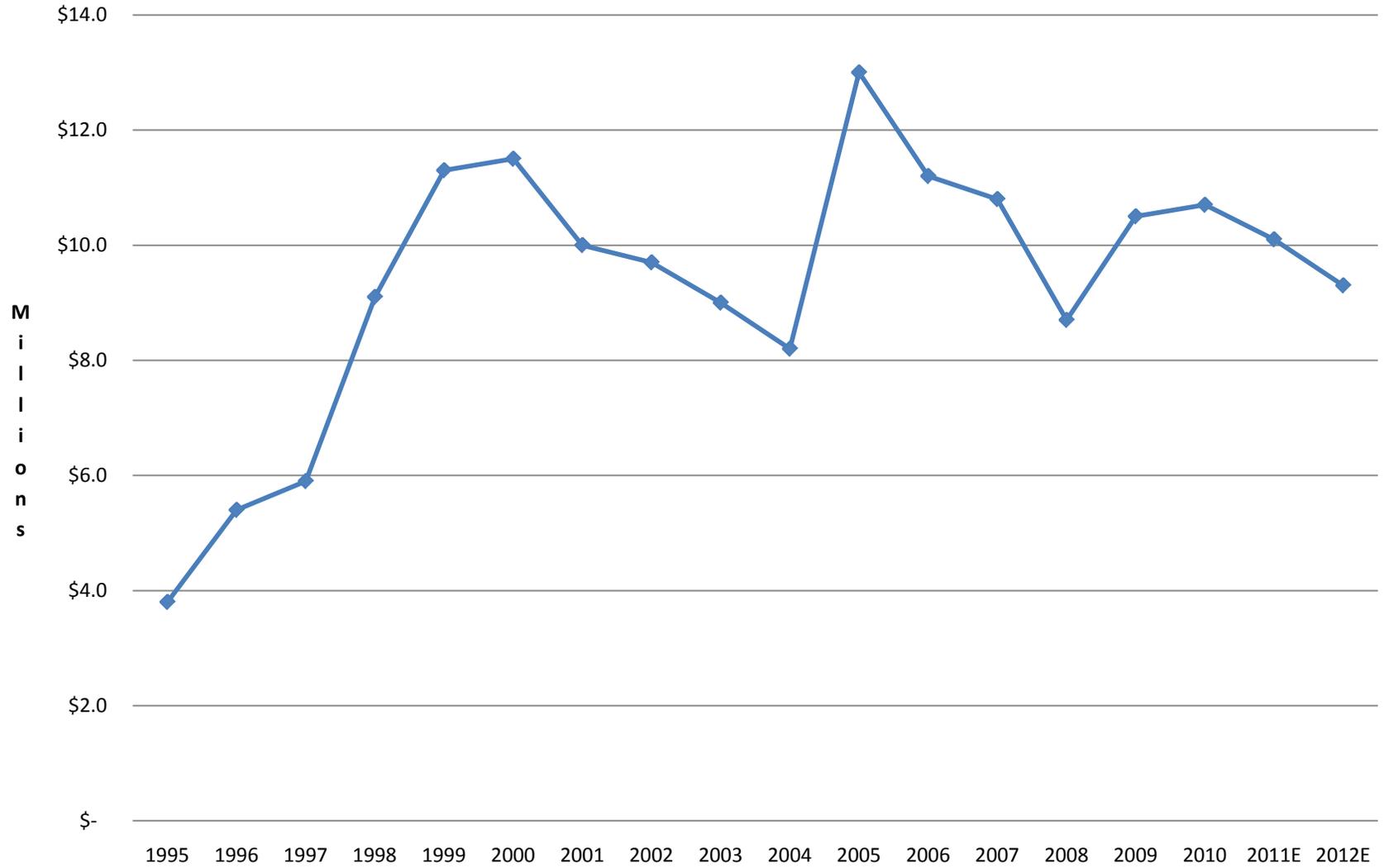
**GENERAL FUND
EXPENDITURES HISTORY BY DEPARTMENT**

Description	2009 Actual	2010 Actual	2011 Projected	2011 Budget	2012 Budget	2013 Budget
<u>Other General Government</u>						
City Hall	\$ 810,607	\$ 785,460	\$ 799,200	\$ 831,350	\$ 740,200	\$ 755,000
District Court	216,500	204,020	204,310	243,210	223,210	227,000
Fire-Police Training Center	100,360	87,515	96,610	102,060	87,710	89,000
Planning	642,046	606,635	775,740	678,306	731,544	746,000
Planning Commission	24,722	18,590	14,417	19,581	15,035	15,500
Board of Zoning Appeals	6,006	6,841	9,880	7,634	9,194	9,500
Real Estate & Development	435,133	359,762	-	-	-	-
Total - Other General Government	\$ 2,235,374	\$ 2,068,823	\$ 1,900,157	\$ 1,882,141	\$ 1,806,893	\$ 1,842,000
<u>Police</u>						
Total - Police	\$ 24,482,227	\$ 24,756,774	\$ 26,260,940	\$ 27,049,630	\$ 27,873,319	\$ 24,626,000
<u>Parks & Recreation</u>						
Total - Parks and Recreation	\$ 9,527,699	\$ 8,197,645	\$ 7,205,688	\$ 7,524,747	\$ 6,081,411	\$ 6,203,000
<u>Streets</u>						
Total - Streets	\$ 5,687,383	\$ 4,844,712	\$ 4,928,930	\$ 5,376,569	\$ 5,301,924	\$ 5,408,000
Total - General Fund	\$ 62,117,058	\$ 58,457,315	\$ 55,988,183	\$ 57,838,990	\$ 54,591,521	\$ 51,879,500
Original Budget					\$ 52,203,240	\$ 50,143,890
Revisions					\$ 2,388,281	\$ 1,735,610

City of Troy Net Taxable Value



City of Troy - General Fund Unassigned Fund Balance



Pastor Stephen Husava, Northfield Hills Baptist Church, gave the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held Monday, February 28, 2011, at City Hall, 500 W. Big Beaver Road. Mayor Pro Tem Kerwin called the meeting to order at 7:30 PM.

B. ROLL CALL:

- a) Mayor Louise E. Schilling (Absent)
 - Robin Beltramini
 - Wade Fleming
 - Martin Howrylak
 - Mayor Pro Tem Mary Kerwin
 - Maureen McGinnis
 - Dane Slater

- b) Excuse Absent Council Members:

Resolution #2011-03-060

Moved by Fleming

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Mayor Schilling at the Regular City Council Meeting of Monday, March 28, 2011 due to being out of the County.

Yes: Beltramini, Fleming, Howrylak, McGinnis, Slater

No: Kerwin

Absent: Schilling

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: No Certificates of Recognition or Special Presentations.

D. CARRYOVER ITEMS: No Carryover Items

E. PUBLIC HEARINGS: No Public Hearings

F. PUBLIC COMMENT:

William LaRue:	Discussed tax program at the Community Center
Harry Phillo:	Discussed support of the Library
Richard Peters:	Discussed various topics
Margaret Jewell:	Discussed support of the Library
Julie Sigler:	Discussed support of the Library
Bruce Bloomingdale:	Discussed rebuilding the City
James Savage:	Discussed various topics
Kathleen Martin:	Discussed maintaining City services

Neil Yashinsky:	Rafael Yashinsky presented petitions to keep the Library open
Bill Cowger:	Discussed support of rail system; support of maintaining City services
Thomas Burke:	Discussed the City's financial status
Ellen Hodorek:	Discussed the City's financial status and management practices

G. RESPONSE / REPLY TO PUBLIC COMMENT**H. POSTPONED ITEMS:** No Postponed Items**I. REGULAR BUSINESS:****I-1 Board and Committee Appointments:**

a) **Mayoral Appointments** – Consensus of City Council to take no action and move the item to the next Regular City Council meeting to allow the Mayor to be present for the appointments.

b) **City Council Appointments** – None Scheduled

I-2 Board and Committee Nominations: None Scheduled**I-3 Request for Closed Session**

Resolution #2011-03-061

Moved by Beltramini

Seconded by Howrylak

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL15.268 (e) Pending Litigation – *Troy v Sentry, Inc. (Pro Car Wash West); Nancy Huntley, Legal Guardian of Carolyn Huntley, a Protected Person v Troy.*

Yes: Beltramini, Fleming, Howrylak, Kerwin, McGinnis, Slater

No: None

Absent: Schilling

MOTION CARRIED**I-4 Agreement Between City of Troy and the Troy Historical Society for Management of the Troy Museum and Historic Village**

Resolution #2011-03-062

Moved by Beltramini

Seconded by McGinnis

WHEREAS, The City of Troy has owned and operated a museum of local and regional history, now known as the Troy Museum & Historic Village (Museum) since 1968;

WHEREAS, The Museum has provided outstanding programs regarding everyday life in historic times and access to buildings and displays in a historical setting to thousands of school children and the public for the purpose of providing educational and enrichment opportunities; and

WHEREAS, Troy Historical Society is a 501(c) (3) non-profit corporation incorporated in 1966 to support the formation of the City of Troy Museum with volunteer services and significant financial donations in its mission to assist the City of Troy in developing the Museum site;

WHEREAS, Due to current economic conditions and budgetary constraints, City of Troy will no longer be able to keep the Museum open to the public after June 30, 2011;

WHEREAS, It is the mission of both the City of Troy and Troy Historical Society is to contribute to offer such outstanding historical programs and access to the collections of exceptional historical buildings to educate students and the public regarding our history;

WHEREAS, The City of Troy and Troy Historical Society have entered into discussions regarding allowing THS to use and manage the Museum property without compensation from TROY except as set out in this Agreement; and

WHEREAS, The parties desire to enter into this Agreement to facilitate the mutual goals of the parties.

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **APPROVES** the proposed attached agreement as modified in Section 15 to read “Financial Statements and Reports” and “...audited, compiled or reviewed by an independent certified public accountant to Troy” titled “Agreement Between the City of Troy and the Troy Historical Society For Use, Operation and Management of the Troy Museum & Historic Village” and authorizes the Mayor and City Clerk to **EXECUTE** the agreement of behalf of the City of Troy. A copy of the Agreement is **ATTACHED** to the original Minutes of this meeting.

Yes: Fleming, Howrylak, Kerwin, McGinnis, Slater

No: None

Absent: Schilling

MOTION CARRIED

I-5 Transfer of Animal Control Services to Oakland County

a) Inter-Local Agreement – Oakland County Animal Impound Amendment

Resolution #2011-03-063

Moved by Slater

Seconded by Fleming

RESOLVED, That the Troy City Council hereby **APPROVES** the Amended Animal Care Center Services and Disposal Inter-Local Agreement with Oakland County. A copy of the Amended Agreement shall be **ATTACHED** to the original Minutes of this meeting.

b) Amendment to Chapter 3 – Administrative Services

RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance amendment to Chapter 3, Administrative Services of the Troy City Code, Section 3, Section 141 (3) and Section 141 (10), as prepared by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

c) Rescinding Chapter 75 – Pet Shops

RESOLVED, That Troy City Council hereby **RESCINDS** Chapter 75, Pet Shops of the Troy City Code, as recommended by City Administration. A red lined copy shall be **ATTACHED** to the original Minutes of this meeting.

d) Amendment to Chapter 90 – Animals

RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance amendment to Chapter 90, Animals of the Troy City Code, as recommended by City Administration and with proposed change to Section 90.70.10, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

e) Amendment to Chapter 60 – Fees and Bonds Required

RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance amendment to Chapter 60, Fees and Bonds Required of the Troy City Code, Section 60.04, Fee Schedule, as recommended by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Howrylak, Kerwin, McGinnis, Slater, Beltramini, Fleming
 No: None
 Absent: Schilling

MOTION CARRIED**J. CONSENT AGENDA:****J-1a Approval of “J” Items NOT Removed for Discussion**

Resolution #2011-03-064
 Moved by McGinnis
 Seconded by Fleming

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) J-04b and J-10, which **SHALL BE CONSIDERED** after Consent Agenda (J) items, as printed.

Yes: Kerwin, McGinnis, Slater, Beltramini, Fleming, Howrylak
 No: None
 Absent: Schilling

MOTION CARRIED

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Resolution #2011-03-064-J-2

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a. Regular City Council Meeting of February 28, 2011
- b. Special City Council Meeting of March 21, 2011

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions**a) Standard Purchasing Resolution 1: Award to Low Bidder - Park Restroom and Picnic Shelter Cleaning**

Resolution #2011-03-064-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a seasonal contract to furnish all labor, equipment, and supplies to clean the City of Troy park restrooms and picnic shelters with an option to renew for two (2) additional years to the low bidder, American Cleaning Company, LLC, of Macomb Township, MI, at unit prices contained in the bid tabulation opened on March 2, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring October 31, 2011.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor **SUBMISSION** of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

c) Standard Purchasing Resolution 4: Award – Oakland County Cooperative Purchasing Agreement – Fleet Vehicles

Resolution #2011-03-064-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase four (4) 2011 Chevrolet Silverado 4X4 cabs and chassis from the low total bidder, Berger Chevrolet, Inc, of Grand Rapids, MI, through an Oakland County Cooperative Purchasing Agreement for an estimated total cost of \$94,241.00.

d) Standard Purchasing Resolution 4: Award – Macomb County Cooperative Purchasing Agreement – Fleet Vehicle

Resolution #2011-03-064-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase one (1) 2011 Ford Expedition 4X4 from Signature Ford of Owosso, MI, through a Macomb County Cooperative Purchasing Agreement for an estimated total cost of \$27,767.50.

e) Standard Purchasing Resolution 1: Award to Lowest Bidder – Custodial Supplies

Resolution #2011-03-064-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide one (1) year requirements of Custodial Supplies to the lowest acceptable bidder, Central Poly Corporation, of Linden, NJ, at an estimated total cost of \$15,662.00, at unit prices contained in the bid tabulation dated February 23, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is contingent upon the contractor **SUBMISSION** of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

f) Standard Purchasing Resolution 1: Award to Low Bidders – Traffic Control Signs and Posts

Resolution #2011-03-064-J-4f

RESOLVED, that Troy City Council hereby **AWARDS** one-year contracts to provide Traffic Control Signs and Posts on a proposal by proposal basis to the five lowest total bidders as follows:

<u>Bidders</u>	<u>Proposal</u>	<u>Estimated Total Cost</u>
Custom Products Corporation of Jackson, MS	A, B, C, G, J and K	\$22,700.00
Rathco Safety Supply, Inc of Portage, MI	D and G	\$ 1,900.00
Rocal, Inc of Frankfort, OH	E, F and G	\$ 7,720.00
Carrier & Gable, Inc of Farmington Hills, MI	H	\$ 5,620.00
Dornbos Sign, Inc of Charlotte, MI	I	\$ 5,390.00

At unit prices contained on the bid tabulation, which opened February 10, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with contracts expiring March 1, 2012.

g) Standard Purchasing Resolution 3: Exercise Renewal Option – Hauling and Disposal of Dirt and Debris

Resolution #2011-03-064-J-4g

WHEREAS, On April 5, 2010, Troy City Council awarded a one-year contract to provide Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to the lowest total acceptable bidder, Bedrock Express LTD of Ortonville, MI (Resolution #2010-04-081-I-4b); and

WHEREAS, The awarded bidder has agreed to exercise the one-year option to renew under the same prices, terms, and conditions.

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **DEEMS** it to be in the City's best interest to **EXERCISE** the option to **RENEW** the contract with Bedrock Express LTD of Ortonville, MI, to provide one-year requirements of Hauling and Disposal of Dirt and Debris under the same contract prices, terms, and conditions expiring March 31, 2012.

h) Standard Purchasing Resolution 1: Award to Low Bidder – Parking Lot Maintenance Program

Resolution #2011-03-064-J-4h

RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the Parking Lot Maintenance Program for FY 2010/11 to the low total bidder, Asphalt Specialists Inc., of Pontiac, MI, at unit prices contained in the bid tabulation opened March 1, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, the cost of which shall not **EXCEED** the budgetary amount of \$90,000.00; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor submission of properly executed bid and contract documents, including bonds, insurance certificates and all other specified requirements.

J-5 Request for Approval of Purchase Agreement and Acceptance of Regrading and Temporary Construction Permit, John R Road Improvements, Square Lake Road to South Boulevard – Project No. 02.204.5 – Parcel #45 – Sidwell #88-20-02-230-010

Resolution #2011-03-064-J-5

RESOLVED, That the Agreement to Purchase Realty for Public Proposes between Elzbieta Strichick, owner of property having Sidwell #88-20-02-230-010, and the City of Troy, for the acquisition of right-of-way for John R Road Improvements, Square Lake Road to South Boulevard is **APPROVED** in the amount of \$19,700, plus closing costs; and

BE IT FURTHER RESOLVED, That the Real Estate and Development Department is hereby **AUTHORIZED** to expend the necessary closing costs to complete this purchase according to the agreement; and

BE IT FURTHER RESOLVED, That the Regrading and Temporary construction Permit in the amount of \$300 from Elzbieta Strichick, owner of property having Sidwell #88-20-02-230-010 is hereby **ACCEPTED**; and

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED** to record the Warranty Deed and the Regrading and Temporary Construction Permit with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Acceptance of a Permanent Easement for Storm Sewer and Surface Drainage from Gary F. and Brenda A. Abitheira - #88-20-02-129-023

Resolution #2011-03-064-J-6

RESOLVED, That Troy City Council hereby **ACCEPTS** the Permanent Easement for storm sewer and surface drainage, for a consideration amount of One Dollar (\$1.00), from Gary F. and Brenda A. Abitheira, owners of the property having Sidwell #88-20-02-129-023; and

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to record the Permanent Easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Acceptance of a Permanent Easement for Water Main from Woodside Bible Church of Troy - #88-20-02-151-005

Resolution #2011-03-064-J-7

RESOLVED, That Troy City Council hereby **ACCEPTS** the Permanent Easement for water main, for a consideration amount of One Dollar (\$1.00), from Woodside Bible Church of Troy, owners of the property having Sidwell #88-20-02-151-005; and

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to record the Permanent Easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-8 Request for Approval of Payment of BG's LLC Relocation Claim – Rochester Road Improvement Project, Torpey to Barclay, Project No. 99.203.5 – Parcel 30 – Sidwell #88-20-02-277-027

Resolution #2011-03-064-J-8

RESOLVED, That as required by Michigan Laws and Federal Regulations, Troy City Council hereby **APPROVES** the Relocation Claim from BG's, LLC, pertaining to the City of Troy's acquisition of property at 3545 Rochester Road, and **AUTHORIZES** payment in the amount of \$19,137.

J-9 Request for Approval of Purchase Agreement – John R Road Improvements, Square Lake Road to South Boulevard – Project No. 02.204.5 – Parcel #44 – Sidwell #88-20-02-230-011.

Resolution #2011-03-064-J-9

RESOLVED, That the Agreement to Purchase Realty for Public Purposes between Elizabeth Strichick, owner of property having Sidwell #88-20-02-230-011, and the City of Troy, for the acquisition of the property at 6695 John R for John R Road Improvements, Square Lake Road to South Boulevard is **APPROVED** in the amount of \$206,250, plus closing costs, plus \$1,245.60 for loss of homeowner's principle residence exemption; and

BE IT FURTHER RESOLVED, That the Real Estate and Development Department is hereby **AUTHORIZED** to expend the necessary closing costs to complete this purchase according to the agreement; and

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED** to record the Warranty Deed with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-11 Application for New Direct Connection-1 for The Neiman Marcus Group, Inc.

(a) New Direct Connection-1

Resolution #2011-03-064-J-11a

RESOLVED, That Troy City Council hereby **CONSIDERS** for **APPROVAL** The Neiman Marcus Group, Inc. (a Delaware Corporation), for a New Direct Connection-1 to be held in conjunction with 2010 Class C and SDM Licensed Business with Official Permit (Food), located at 2705 West Big Beaver, Troy, MI 48084, Oakland County {MLCC Req. #178061}; and hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

(b) Agreement

Resolution #2011-03-064-J-11b

WHEREAS, The Troy City Council deems it necessary to enter into agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with The Neiman Marcus Group, Inc. (a Delaware Corporation) for a New Direct Connection-1 to be held in conjunction with 2010 Class C and SDM Licensed Business with Official Permit (Food), located at 2705 West Big Beaver, Troy, MI 48084, Oakland County {MLCC Req. #178061} and hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-12 Traffic Committee Recommendations

Resolution #2011-03-064-J-12

RESOLVED, That signage be **INSTALLED** directing all traffic to turn right when exiting the Tim Horton's driveway (3331 Rochester Road) to southbound Rochester Road, and in the median area at the crossover.

J-13 Agreement Extension – Troy Community Center Catering Services

Resolution #2011-03-064-J-13

WHEREAS, On February 26, 2007, a contract to provide two-year requirements of Catering Services at the Troy Community Center with an option to renew for two (2) additional years was awarded to Sankofa Housing of Detroit, MI, as a result of a best value process at an 18% return on gross revenue expiring March 31, 2009 (Resolution #2007-02-058-E4d);

WHEREAS, On January 26, 2009, the option to renew the contract with Sankofa Housing (aka A&S Catering) was exercised to provide two-year requirements of Catering Services at the Troy Community Center Sankofa under the same pricing, terms and conditions to expire March 31, 2011 (Resolution #2009-01-025-F4c);

WHEREAS, On February 24, 2011, new proposals were received for Catering Services at the Community Center which will include alcohol service; and

WHEREAS, Sankofa Housing (aka A&S Catering) has agreed to extend their current contract during the transitional period to a new catering service provider under the same terms and conditions as the Agreement dated January 13, 2009;

THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **DEEMS** it to be in the City's best interest to **EXTEND** the contract with Sankofa Housing (aka A&S Catering) to provide Catering Services at the Troy Community Center during the transition to a new caterer under the same prices, terms and conditions as outlined in the Agreement Extension dated March 15, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, The Mayor and City Clerk are hereby **AUTHORIZED** to **EXECUTE** the Agreement Extension.

J-4 Standard Purchasing Resolutions

b) Standard Purchasing Resolution 3: Exercise Renewal Option – Greenstar & Associates, L.L.C. for Right-of-Way Acquisition Services

Resolution #2011-03-065
Moved by Slater
Seconded by Beltramini

WHEREAS, On April 6, 2009, Troy City Council awarded a two (2) year contract for right-of-way services to Greenstar & Associates, LLC with an option to renew for one (1) additional year (Resolution #2009-04-126); and

WHEREAS, Greenstar & Associates, L.L.C. has agreed to exercise the option to renew the contract under the same terms and conditions as the original Agreement with a ten (10) percent reduction in the hourly rate to \$70.78; and

WHEREAS, The projects identified in Addendum "A" have been modified to remove right-of-way services for the Rochester Road, Barclay to Trinway project;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DEEMS** it to be in the City's best interest to **EXERCISE** the option to **RENEW** its contract with Greenstar & Associates, LLC

to provide right-of-way services for a period of one (1) year, as amended, which expires on April 7, 2012.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the First Amendment to the Agreement, a copy of which shall be **ATTACHED** to the original minutes of this meeting.

Yes: McGinnis, Slater, Beltramini, Kerwin
No: Fleming, Howrylak
Absent: Schilling

MOTION CARRIED

J-10 Request to Sell a City Owned Surplus Parcel located in Section 10, Sidwell #88-20-02-477-017 and Authorization to Hire an Independent Fee Appraiser

There was a consensus of City Council to take no action on this item.

RESOLVED, That the Engineering Department is hereby **AUTHORIZED** to proceed with the process of selling a City-owned surplus parcel identified with Sidwell #88-20-10-477-017, and to **RETAIN** the services an independent fee appraiser licensed in the State of Michigan.

Vote on Resolution to Suspend Rules of Procedure for the City Council, Rule #6 – Order of Business

Resolution #2011-03-066
Moved by Beltramini
Seconded by Howrylak

RESOLVED, That Troy City Council hereby **SUSPENDS** Rules of Procedure for the City Council, Rule #6 *Order of Business* to take action on an item that does not appear on the Agenda.

Yes: Slater, Beltramini, Fleming, Howrylak, Kerwin, McGinnis
No: None
Absent: Schilling

MOTION CARRIED

Resolution #2011-03-067
Moved by Beltramini
Seconded by Fleming

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Mayor Schilling at the Special City Council Meeting of Monday, March 28, 2011 due to being out of the County.

Yes: Beltramini, Fleming, Howrylak, McGinnis, Slater
No: Kerwin

Absent: Schilling

MOTION CARRIED

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time):

- a) Major Road Speed Limits:
 - Square Lake, Adams to Dequindre
 - Wattles, Adams to Livernois
 - Coolidge, South City Limits to South Boulevard
 - Rochester Road, South City Limits to Stephenson
- b) Amendments to Troy City Code Chapter 93, Fire Prevention, Based Upon 2009 International Fire Code and 2009 Michigan Building Code
Noted and Filed

L. COUNCIL REFERRALS:

Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda

L-1 Council Referrals: No Council Referrals Submitted

M. COUNCIL COMMENTS

M-1 Council Comments Advanced

Council Member Slater appreciated the mention of the CMNtv Michigan Town Hall: State Budget Crisis Meeting during Public Comment.

Council Member McGinnis encourages all who are interested to view the CMNtv Michigan Town Hall: State Budget Crisis Meeting.

Council Member McGinnis would like City Council to review feedback taken during Public Engagement Sessions.

Council Member Beltramini distributed and discussed Quick Facts on the Census that she obtained from SEMCOG

Council Member Beltramini discussed the Spring Budget Update

Mayor Pro Tem Kerwin discussed the drop in taxable value and other financial issues facing the City as well as volunteerism

Council Member Howrylak discussed updates to the three-year budget document

Council Member Howrylak discussed City Council voting on a resolution to postpone closing the Library

Mayor Pro Tem Kerwin requested a Study Item so City Council can discuss feedback from the Public Engagement Sessions

N. REPORTS

N-1 Minutes – Boards and Committees:

- a) Traffic Committee-Final-August 18, 2010
- b) Parks and Recreation Advisory Board-Final-February 17, 2011
- c) Library Advisory Board-Final-January 13, 2011
- d) Planning Commission Regular-Draft-February 8, 2011
- e) Planning Commission Regular-Final-February 8, 2011
- f) Planning Commission Regular-Draft-March 8, 2011
- g) Library Advisory Board-Draft-March 10, 2011
- h) Liquor Advisory Committee-Draft- March 14, 2011
- i) Board of Zoning Appeals-Draft- February 15, 2011
- j) Board of Zoning Appeals-Final- February 15, 2011

Noted and Filed

N-2 Department Reports:

- a) Final Reporting – BidNet On-Line Auction Services – February 2011
- b) Three Year (2010/11 – 2012/13) Revised Budget – Spring 2011 Update
- c) RCOC Snow and Ice Control Contract Expense Report 3/1/11
- d) Update – Comprehensive Zoning Ordinance Rewrite
- e) Report on Oakland/Macomb Job Hub 2011
- f) Report on CMNtv Michigan Town Hall: State Budget Crisis

Noted and Filed

N-3 Letters of Appreciation: No Letters of Appreciation Submitted

N-4 Proposed Proclamations/Resolutions from Other Organizations:

- a) City of Huntington Woods Resolution Urging Regional Cooperation Regarding Detroit Water and Sewer Governance

Noted and Filed

N-5 Implementation Schedule for Recommendations Advanced by the International City Management Association (ICMA)

Noted and Filed

O. STUDY ITEMS

O-1 No Study Items Presented

The meeting **RECESSED** at 9:29PM.

The meeting **RECONVENED** at 9:40PM.

P. CLOSED SESSION:

P-1 Troy v. Sentry, Inc. (Pro Car Wash) and Nancy Huntley Legal Guardian of Carolyn Huntley, a Protected Person v Troy,

Q. ADJOURNMENT

The meeting **ADJOURNED** at 9:50PM.

Mary Kerwin, Mayor Pro Tem

Tonni L. Bartholomew, MMC
City Clerk

A. CALL TO ORDER:

A Special Meeting of the Troy City Council was held Monday, March 28, 2011, at Automation Alley, 2675 Bellingham, Troy, MI 48083. Mayor ProTem Kerwin called the meeting to order at 6:05 PM.

B. ROLL CALL:

Mayor Louise E. Schilling-Absent
Robin Beltramini
Wade Fleming-Arrived at 6:12 PM
Martin Howrylak
Mayor Pro Tem Mary Kerwin
Maureen McGinnis-Arrived at 6:25 PM
Dane Slater

C. DISCUSSION ITEMS:

C-1 Automation Alley - For the Purpose of Discussing

- a) Development Plan of the Local Development Finance Authority (LDFA)
- b) Automation Alleys Funding Needs
- c) Economic Development Benefits of Automation Alley
- d) Tour of Automation Alley's Facility

D. PUBLIC COMMENT:

Maryann Bernardi Discussed concerns with off-shore businesses and keeping business local.

E. ADJOURNMENT

The meeting **ADJOURNED** at 6:40 PM.

Mary Kerwin, Mayor ProTem

John M. Lamerato
Assistant City Manager-Finance/Administration



CITY COUNCIL AGENDA ITEM

April 1, 2011

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Susan A. Leirstein, Purchasing Director
Stuart J. Alderman, Recreation Director

Subject: Standard Purchasing Resolution 1: Award To Low Bidder – Pump Repair and
Emergency Services - Indoor and Outdoor Pools

Background

On March 23, 2011, bids were received and opened in accordance with City Charter and Code to furnish all labor, tools, equipment including cranes etc., and transportation services to provide two-year requirements of pump repair and emergency repairs on the City of Troy (outdoor and indoor) pools with two-one-year renewal options. Having a contract for pump repairs keeps operating costs lower and ensures less downtime for the patrons.

There were 93 vendors notified via the MITN system with three bids received. Five companies actually visited the sites. Professional Pump Inc of Belleville, MI was the low total bidder. Professional Pump has twenty-five (25) years of experience working with these types of pumps.

Recommendation

City management recommends awarding a contract to furnish all labor, tools, equipment including cranes etc., and transportation services to provide two-year requirements of pump repair and emergency repairs on the City of Troy (outdoor and indoor) pools with two-one-year renewal options to the low total bidder, Professional Pump Inc of Belleville, MI for an estimated total cost of \$20,000.00 per year at unit prices contained in the bid tabulation dated March 23, 2011, contingent upon contractor submission of properly executed bid and contract documents including insurance certificates and all other specified requirements.

Fund Availability

The funds for these services are available in the Community Center and Troy Family Aquatic Center Contractual Services Account – Equipment Maintenance Fund.

Prepared by: Brian Goul, Aquatics Coordinator

G:/Bid Award 10-11 New Format/Award Standard Purchasing Resolution 1 - PumpMtnc&RepairITB-COT 11-05.doc

**CITY OF TROY
 BID TABULATION
 PUMP REPAIR SERVICES**

VENDOR NAME: sl

Professional Pump Inc	Core Electric / Michigan Pump	Kerr Pump and Supply
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PROPOSAL: FURNISH TWO-YEAR REQUIREMENTS OF PUMP REPAIR AND EMERGENCY REPAIR SERVICES FOR BOTH INDOOR AND OUTDOOR POOLS FOR THE CITY OF TROY WITH TWO ONE-YEAR RENEWAL OPTIONS

<u>EST/QTY</u>	<u>ITEM</u>	<u>Repair Service - 2-Man Crew</u> <u>DESCRIPTION</u>	PER MAN HOUR	PER MAN HOUR	PER MAN HOUR
40 hrs	1.a.	On Site Regular Time - Hour per Man	\$ 48.00	\$ 81.50	\$ 80.00
60 hrs	1.b.	Off Site Regular Time - Hour per Man	\$ 48.00	\$ 75.00	\$ 80.00
20 hrs	1.c.	COST - to remove pumps from their housing- Labor/Eqmt.	\$ 180.00	\$ 150.00	\$ 250.00
	1.d.	RESPONSE TIME: Within	4 /Hrs	4 /Hrs	4 /Hrs
20 hrs	2	Emergency Repairs - 2-Man Crew Regular Time - Hour per Man	\$ 60.00	\$ 81.50	\$ 80.00
		Overtime: - Hour per Man	\$ 60.00	\$ 106.50	\$ 120.00
		Holiday Time - Hour per Man	\$ 60.00	\$ 131.50	\$ 160.00
ESTIMATED TOTAL COST:			\$ 19,200.00	\$ 24,780.00	\$ 29,200.00

TROY FAMILY AQUATIC CENTER (FLOWAY)

3 **Repair Parts**
 Discount %
 Parts Price List
 Dated
 PRICE LIST - Marked
 A Markup/Markdown
 Impeller Replacement Cost
 Pump Shaft Replacement Cost

Blank	N/A	0%
Blank	N/A	2011
Blank	N/A	2/1/2011
Blank	N/A	Blank
Markup 15%	Plus 10%	Plus 20%
Blank	Cost + 10%	Blank
Blank	Cost + 10%	Blank

TROY COMMUNITY CENTER (AURORA)

4 **Repair Parts**
 Discount %
 Parts Price List
 Dated
 PRICE LIST - Marked
 A Markup/Markdown
 Impeller Replacement Cost
 Pump Shaft Replacement Cost

Blank	N/A	10%
Blank	N/A	2011
Blank	N/A	2/1/2011
Blank	N/A	Blank
Markup 15%	Plus 10%	Plus 20%
Blank	Cost + 10%	\$ 2,974.00
Blank	Cost + 10%	N/A

5 **Travel Time**
 Complete Repair Call

\$ 48.00	\$ 100.00	\$ 40.00
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MANDATORY:

Number of years experience

25 Years	10 Years	50 Years
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CONTACT INFORMATION:

Hrs of Operation
 Contact Number

7:30AM-4:30PM (734) 394-7878	7AM-3:30PM M-F (313) 382-7140	8AM-5PM (734) 664-4796
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SITE INSPECTION: Yes or No
 Date

No	Yes	Yes
	3/10/11	In 2009

Opening Date -- 03/23/11
 Date Reviewed - 3/25/2011

**CITY OF TROY
 BID TABULATION
 PUMP REPAIR SERVICES**

ITB-COT 11-05
 Page 2 of 2

VENDOR NAME:		Professional Pump Inc	Core Electric /	Kerr Pump and
			Michigan Pump	Supply
INSURANCE:	Can Meet	XX	XX	XX
	Cannot Meet			
	Signed Y or N	Y	Y	Y
PAYMENT TERMS:		Blank	Net 30	Net 30
WARRANTY:		AS SPECIFIED		
ALL OR NONE AWARD: Y or N		N	N	N
EXCEPTIONS:		Blank	warranty 1 yr from date of install or 1 yr from date of delivery whichever occurs first	Blank
ACKNOWLEDGEMENT: Y or N		Y	Y	N
TWO FORMS COMPLETED: Attached				
Legal Status: Y or N		N	Y	Y
Non-Collusion: Y or N		Y	Y	Y

NO BIDS:
Pleune Service Company

ATTEST:
Julie Hamilton
Brian Goul
Diane Fisher

BOLDFACE TYPE DENOTES LOW TOTAL BIDDER

Susan Leirstein CPPO, CPPB
 Purchasing Director



CITY COUNCIL AGENDA ITEM

March 31, 2011

To: The Honorable Mayor and City Council Members

From: John Szerlag, City Manager
Lori Bluhm, City Attorney
Cindy Stewart, Community Affairs Director

Subject: Video Service Local Franchise Agreement for WideOpenWest Michigan

Attached is a letter from the Intergovernmental Cable Communications Authority (ICCA) Attorney Michael Salhaney explaining what has to happen related to the Uniform Video Service Local Franchising Act. Upon receipt of the Agreement, City Council must either approve or disapprove the Agreement submitted by WideOpenWest Michigan, LLC (WOW).

The ICCA Attorney has proposed a resolution that contains a reservation of the City's right to challenge the Act on various legal theories. Even though the Agreement meets the technical requirements of the Act, an approval is not an indication of the City's agreement with or assent to any provisions of the Act or Agreement.

As stated in the letter, the City must either approve or disapprove the Agreement on or before April 8, 2011 and if the City does not take action on or before April 8, 2011, the Agreement will be considered approved by operation of the law.

STEPHEN W. JONES
FRANK S. GALGAN
JEFFREY K. HAYNES
KENNETH J. SORENSEN
TIMOTHY J. CURRIER
JOSEPH F. YAMIN
KATHERINE B. ALBRECHT
MICHAEL P. SALHANAY
MARY M. KUCHARAK
MICHAEL C. GIBBONS
JEFFREY S. KRAGT
KEITH C. JABLONSKI
VICTOR A. VEPRASKAS IV
PETER GOJCAJ

Beier Howlett
PROFESSIONAL CORPORATION

DEAN G. BEIER
(1917 - 2003)
OF COUNSEL
JAMES L. HOWLETT
LAWRENCE R. TERNAN
ROBERT G. WADDELL
JOHN F. SHANTZ
EUGENE A. MOORE
PHYLLIS A. ZIMMERMAN
SPECIAL COUNSEL
DONALD H. GILLIS

March 22, 2011

Ms. Cindy Stewart
Community Affairs Director
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Re: Video Service Local Franchise Agreement for WideOpen West Michigan

Dear Ms. Stewart:

The Uniform Video Service Local Franchising Act, 2006 Public Act 480, MCLA §484.3301 *et. seq.* requires the local Franchising Entity, upon receipt of the Franchise Agreement under the Act, to either approve or disapprove the Agreement submitted by the video service provider within 30-days of receipt of the Agreement. Pursuant to the request of the City, we have reviewed the submission filed by WideOpen West Michigan, LLC, (WOW!) pursuant to the Act. As you know, WOW! filed its submission with the City on March 8, 2011.

Upon review of the submittal, and upon review of Section 3 of M.C.L.A. §484.3301 *et seq.*, the Uniform Video Service Local Franchise Agreement and Attachment 1-Uniform Video Service Local Franchise Agreement are determined to be complete pursuant to the mandates of the Act. Notice of Completion needs to be sent to WOW! by March 29, 2011, to be in compliance with the Act. On March 22, 2011 my office sent WOW! the statutorily required Notice of Completion, thereby complying with the Act.

Enclosed you will find a copy of a Resolution adopting and approving the Uniform Video Service Local Franchise Agreement and Attachment 1-Uniform Video Service Local Franchise Agreement. The Resolution contains a reservation of the City's right to challenge the Act on various legal theories, while indicating that the Agreement meets the technical requirements of the Act. The City must either approve or disapprove the Agreement by April 7, 2011, the thirtieth day after receipt of the Agreement. If the City does not take action by April 7th, the Agreement will be considered approved by operation of law.

Beier Howlett

March 22, 2011

Page 2 of 2

Based upon our review of the Act, the submittal from WOW! and the determination that the Agreement is “complete” pursuant to the technical standards of the Act, it is our recommendation that the City of Troy adopt and approve the enclosed Resolution.

If you have any further questions or concerns, please do not hesitate to call us at your convenience.

Very truly yours,

BEIER HOWLETT, P.C.

Michael P. Salhaney

MPS/jc

cc: Mr. John Szerlag, City Manager
Lori Bluhm, City Attorney

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Troy, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Michigan, LLC, a Delaware limited liability corporation doing business as WOW! Internet Cable Phone.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 10/0) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Troy:

City of Troy

500 West Big Beaver

Troy, Michigan 48084

Attn: John Szerlag - City Manager

Fax No.:

WOW! Internet, Cable and Phone

32650 North Avis Drive

Madison Heights, Michigan 48071

Attn: SVP, General Manager - Mark Dineen

Fax No.: 248.677.9021

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Troy, a Michigan Municipal Corporation

By _____
Print Name _____
Title _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Email _____

WideOpenWest Michigan, LLC, a Delaware limited liability corporation doing business as WOW! Internet Cable Phone


By _____
Mark Dineen
Print Name _____
General Manager - SVP
Title _____
32650 N Avis Dr
Address _____
Madison Heights Michigan 48071
City, State, Zip _____
248.677.9050
Phone _____
248.677.9021
Fax _____
mdineen@wideopenwest.com
Email _____

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: March 8, 2011		
Applicant's Name: WideOpenWest Michigan, LLC, d/b/a WOW! Internet Cable Phone		
Address 1: 32650 North Avis Drive		
Address 2:		Phone: 248.677.9050
City: Madison Heights	State: Michigan	Zip: 48071
Federal I.D. No. (FEIN): 04-3561701		

Company executive officers:

Name(s): Colleen Abdoulah	Steven Cochran	Cash Hagen	Cathy Kuo	Mark Dineen
Title(s): President and CEO	COO/CFO	CTO	CMO	SVP/GM

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Mark Dineen	Floyd Armstead	Bob Schlotterer	Kathy Armstead
Title: SVP/GM	VP Tech Ops	Director of Business Ops	Government & Customer Relations
Address: 32650 North Avis Drive, Madison Heights, Michigan 48071			
Phone: 248.677.9050	Fax: 248.677.9021	Email: karmstead@wideopenwest.com or mdineen@wideopenwest.com	

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

The corporate boundary limits of the City of Troy, Michigan, as further depicted on the attached map.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, [Mark Dineen, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (Printed): Mark Dineen, Senior Vice President and General Manager

Signature:

Date:

8-March-2011

(Franchising Entity)

City of Troy, a Michigan municipal corporation

By _____

Print Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

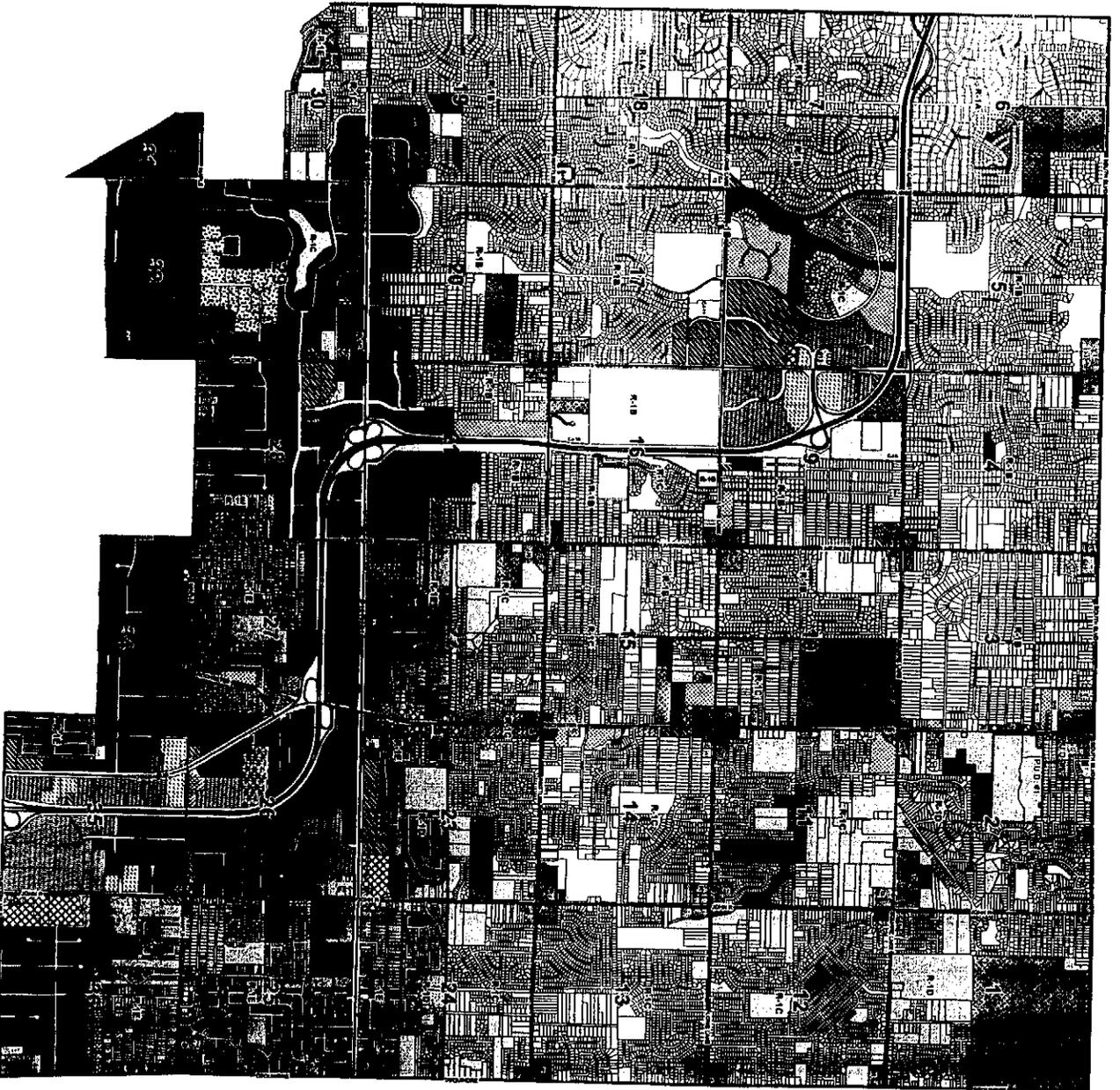
Email _____

Date _____

ATTACHMENT 1



DRAFT OF ZONING OVERVIEW MAP



LOW DENSITY RESIDENTIAL

- ☐ R-1A ONE FAMILY RESIDENTIAL
- ☐ R-1B ONE FAMILY RESIDENTIAL
- ☐ R-1C ONE FAMILY RESIDENTIAL
- ☐ R-1D ONE FAMILY RESIDENTIAL
- ☐ R-1E ONE FAMILY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

- ☐ R-1T ONE FAMILY ATTACHED
- ☐ R-2 MULTIFAMILY RESIDENTIAL
- ☐ R-3 URBAN RESIDENTIAL
- ☐ R-4 MANUFACTURED HOUSING

COMMERCIAL

- ☐ C-1 COMMUNITY BUSINESS
- ☐ C-2 GENERAL BUSINESS
- ☐ I-1 INTEGRATED INDUSTRIAL BUSINESS DISTRICT

OFFICE

- ☐ O-1 LOW RISE OFFICE
- ☐ O-2 HIGH RISE OFFICE MIXED USE

RESEARCH

- ☐ R-C RESEARCH CENTER

SPECIAL

- ☐ C-F COMMUNITY FACILITIES
- ☐ E-F ENVIRONMENTAL PROTECTION
- ☐ P-1D PLANNED UNIT DEVELOPMENT
- ☐ C-1 CONTROLLED BY CONSENT JUDGMENT
- ☐ P-1 CONDITIONAL REZONING
- ☐ P-1 VEHICULAR PARKING
- ☐ P-1 PLANNED VEHICLE SALES

ESBM BASED ZONES

- ☐ BIG BEAVER ROAD
- ☐ MAPLE ROAD
- ☐ 27th NEIGHBORHOOD NODES (A - U)

PLEASE NOTE

THIS IS NOT THE OFFICIAL ZONING MAP OF THE CITY OF TROY. THE ZONING MAP IS AVAILABLE FOR REVIEW AND COMMENT AT THE OFFICE OF THE CITY PLANNING DEPARTMENT. FOR MORE INFORMATION ON THE ZONING DISTRICT VIA SECTION MAPS FOR DETAILED ZONING INFORMATION ON SPECIFIC PARCELS.



PREPARED BY THE CITY OF TROY PLANNING DEPARTMENT REVISED 12-22-2010

ATTACHMENT 3

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Form must be typed)

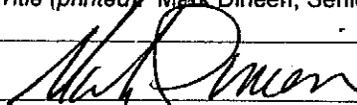
THE UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is considered completed and approved on this date March 4, 2011, pursuant to 2006 PA 480, Section 3(3) between City of Troy, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Michigan, LLC, a Delaware limited liability corporation doing business as WOW Internet Cable Phone.

Pursuant to Section 3(3) of the Act, "A Franchising Entity shall have 30 days after the submission date of a complete franchise agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the franchise agreement or approve the franchise agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the franchise agreement approved."

The Uniform Video Service Local Franchise Agreement was first filed on March 8, 2011, and has exceeded the 30 day submission date (pursuant to Section 3(3) of the Act) on April 8, 2011. Attachment 3 is being sent as a notification of a Franchise Agreement that is considered completed and approved to both **City of Troy**, a Michigan municipal corporation (the "Franchising Entity"), as well as the **Michigan Public Service Commission**.

(Provider)

I, Mark Dineen, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed) Mark Dineen, Senior Vice President and General Manager	
Signature: 	Date: 8-March-2011



CITY COUNCIL AGENDA ITEM

April 1, 2011

To: John Szerlag, City Manager

From: John M. Lamerato, Assistant City Manager/Finance and Administration
Mark F. Miller, Director of Economic and Community Development
Susan A. Leirstein, Purchasing Director
Stuart J. Alderman, Recreation Director

Subject: Lease Agreement Extension – Gallatin, Inc d/b/a Camp Ticonderoga Restaurant at
Sylvan Glen Golf Course

Background

Since December 1995, restaurant operations at 5725 Rochester Road, Troy, Michigan; adjacent to Sylvan Glen Golf Course, has been provided by Gallatin, Inc d/b/a Camp Ticonderoga of Metamora, Michigan. The current lease agreement expires April 15, 2011. Under the lease dated December 18, 1995, there is one more remaining option to renew the existing lease for an additional five-year term. However, the third renewal requires negotiation of the lease amounts. Gallatin has expressed interest to negotiate new terms, which requires an extension of time in order to complete this process.

Recommendation

City management recommends extending the current Lease Agreement for a 120-day period with Gallatin, Inc d/b/a Camp Ticonderoga to continue the operation of a restaurant business and Class "C" liquor establishment at Sylvan Glen Golf Course while negotiations continue for a new Lease Agreement.

Financial Considerations

Gallatin, Inc d/b/a Camp Ticonderoga currently pays the City \$7,310.00 per month for use of the premises.

Approved As To Form and Legality:

Lori Grigg Bluhm, City Attorney

Date

EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT EXTENSION is entered into between the CITY OF TROY, 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as the LESSOR, and Gallatin, Inc, d/b/a CAMP TICONDEROGA, 2405 Rock Valley Road, Metamora, Michigan 48445, hereinafter referred to as LESSEE.

The LESSOR and LESSEE hereby agree to extend the Lease Agreement for an additional 120-day period – which the LESSOR, among other provisions, leases to the LESSEE certain premises to be used and occupied for the purposes stated in the Lease and all Addenda, located at 5725 Rochester Road, Troy, Oakland County, Michigan and adjacent to Sylvan Glen Golf Course.

WITNESSETH:

The Lease Agreement dated December 18, 1995, and with all Addenda entered into between the LESSOR and LESSEE describe the terms and conditions of the Lease Agreement and are incorporated as though fully set out herein.

Both parties hereby mutually agree to extend the entire Lease Agreement as described for a 120-day period through August 15, 2011, to allow for the negotiation of a new lease. In the event no Lease Agreement is reached during this time period, the LESSOR reserves the right to terminate the Lease Agreement with a 60-day written notice of termination.

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this Agreement on this 1st day of April 2011.

WITNESSES:

Victoria D. ...
John ...

CITY OF TROY (LESSOR)

John Szerlag, City Manager

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____

Lori Grigg Bluhm, City Attorney

**GALLATIN, INC d/b/a Camp Ticonderoga:
(LESSEE)**

Linda Egeland
Linda Egeland, President

BY: _____
Mayor Louise E. Schilling

ATTEST: _____
Tonni Bartholomew, City Clerk

THIRD ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT entered into on April 7th, 2008, between the CITY OF TROY, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy Michigan, 48084, hereinafter referred to as the "City," and Gallatin, Inc. d/b/a Camp Ticonderoga, 2405 Rock Valley Road, Metamora, Michigan 48445 hereinafter referred to as the "Operator";

RECITALS

- A. On December 18, 1995, the City and Operator entered into a lease in which the City leased to the Operator certain premises to be used and occupied for the purposes stated in the lease, located at 5725 Rochester Road, Troy, Oakland County, Michigan, and adjacent to Sylvan Glen Golf Course.
- B. On May 1, 2000 the City and Operator agreed to *A Second Addendum to the Lease*. This addendum provided in paragraph (3) three "As a result of City Council's resolution on March 29, 1999, Lessee shall be permitted to sell to golfers a maximum of two (2) beers per golfer from the clubhouse on Lessor's premises for consumption on the Golf Course provided Lessee secures the necessary licenses from the Michigan Liquor Control Commission ("MLCC")" *Beverage Cart*
- C. On March 17, 2008 the Troy City Council passed an amendment to Chapter 30, Golf Courses, of the City Code of Ordinances that now authorizes the City's sub-contractor permission to sell alcoholic beverages on the City's golf courses.
- D. Operator desires to serve alcoholic beverages on the Sylvan Glen Golf Course proper through use of a beverage cart.

NOW, THEREFORE, the City and Operator agree to the following terms and conditions as an addendum to the Agreement Food Service at Sylvan Glen Golf Course:

1. Definitions. The following terms in this Addendum to the Agreement are defined as follows:
 - A. "Alcoholic beverages" shall mean beer, wine, and other alcoholic beverages that contain less than 21% of alcohol by volume.
 - B. "Golf Course" shall mean Sylvan Glen Golf Course.
2. Sale of Alcoholic Beverages
 - A. Paragraph (3) three of the *Second Addendum to the Lease* is hereby deleted.

- B. Operator shall be permitted to sell alcoholic beverages on the Golf Course proper through use of one (1) beverage cart, which shall be purchased or leased by the Operator.

3. Rent

The Operator's monthly rent shall be upwardly adjusted \$125 for the remainder of the lease, in consideration of the Operator's increased opportunity for revenue. All other previous lease terms remain in effect.

4. Other

- A. The Operator is ultimately responsible for compliance with all federal, state and local laws related to the sale, distribution, use, or possession of alcohol, and the administrative rules, procedures, and guidelines as provided by the Michigan Liquor Control Commission including, but not limited to, obtaining or maintaining the necessary license(s) or permit(s), which allow for the operation of the beverage cart on the golf course.
- B. Any employee operating the beverage cart must be trained to operate it in a safe manner. The operator or restaurant manager will train all operators of the beverage cart. The operator shall keep records of all training, and shall make such records available for review by the City upon request.
- C. The Operator has the responsibility of determining the routing and hours of operation for the beverage cart. However, the City may adjust the routing or hours of operation in the event of severe weather or other environmental conditions, after consultation with the Operator.
- D. Storage of the beverage cart is the sole responsibility of the Operator. If the Operator chooses, the Operator may store the beverage cart with the golf carts during the golf season. Off season, the Operator is responsible for beverage cart storage. Storage of the beverage cart inventory is also the sole responsibility of the Operator. The City has no liability or responsibility for damages to the beverage cart during storage.
- E. Operator shall offer sandwiches, snacks, water and other nonalcoholic beverages, in addition to alcoholic beverages, for sale on the beverage cart.
- F. It is understood that the purchase of the beverage cart is an investment with unknown return. Therefore, should the City cancel or otherwise terminate the ability of the operator to sell alcoholic beverages on the course without just cause and before the end of the golf season in the year 2010, the City will purchase and take possession of the beverage cart. This does not include the food and beverage inventory, which is the sole responsibility of the Operator. The cost for the beverage cart will be the Operator's documented cost of acquisition, minus depreciation, based

STATE OF MICHIGAN)

)ss

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me on April 7th, 2008 by Tonni L. Bartholomew, the City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the corporation.

Laura Campbell
Notary Public, Oakland County, Michigan

My commission expires: 09/25/2011

LAURA CAMPBELL
Notary Public, Oakland County, MI
My Commission Expires 9/25/2011
Acting in Oakland County

Gallatin, Inc. d/b/a Camp Ticonderoga

By: Linda Egeland
Its: President

STATE OF MICHIGAN)

)ss

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on April 7th, 2008 by Linda Egeland,
the President of Gallatin, Inc. d/b/a Camp Ticonderoga

Barbara A. Pallotta
Notary Public, Oakland County, Michigan

My commission expires:

BARBARA A. PALLOTTA
Notary Public, Oakland County, MI
Acting in the County of Oakland
My Commission Expires 12/16/2010

2000-219
5/1/00

SECOND ADDENDUM TO THE LEASE

This Agreement is made on May 1, 2000 between the City of Troy ("Lessor") and Gallatin, Inc., d/b/a Camp Ticonderoga ("Lessee").

Lessor and Lessee have entered into a Lease dated December 18, 1995, in which the Lessor, among other provisions, leased to the Lessee certain premises to be used and occupied for the purposes stated in the Lease, located at 5725 Rochester Road, Troy, Oakland County, Michigan, and adjacent to Sylvan Glen Golf Course ("Golf Course").

The City Council of Lessor passed an ordinance on March 29, 1999 to amend Chapter 30, of the Code of Lessor to permit golfers at the Golf Course to purchase two (2) beers per golfer at the clubhouse for consumption on the Golf Course but not permit the sale of alcoholic beverages on the Golf Course.

*M. L. Lessor
Camp Ticonderoga
(2 Beers)*

As a result of City Council's resolution on March 29, 1999, Lessee shall be permitted to sell to golfers a maximum of two (2) beers per golfer from the clubhouse on Lessor's premises for consumption on the Golf Course provided Lessee secures the necessary licenses from the Michigan Liquor Control Commission ("MLCC").

Lessor grants to Lessee limited use of the Golf Course during the period of the Lease for the purpose of controlling and monitoring beer consumption. Lessee shall have control and responsibility pursuant to this Lease for the sole purpose of enforcing MLCC regulations, and is responsible for the conduct of the employees of the Lessor only as it relates to the Liquor Control Code and Administrative Rules. The Lessee shall indemnify and hold harmless the Lessor from all claims

F-9

arising out of the sale of alcoholic beverages for consumption on the Golf Course. Lessor shall provide Lessee with a motorized golf cart at no charge for operation by Lessee's employees on the Golf Course in order to effect the monitoring of beer consumption. Lessee agrees to coordinate its operation of the golf cart with Lessor's Director of Golf Operations, and understands and agrees that Lessor may provide back up security for the monitoring of alcohol consumption on the Golf Course. Lessee recognizes and agrees that operation and control of normal Golf Course activities lies exclusively with Lessor, except for insuring compliance with the Liquor Control Code and Administrative Rules which is the responsibility of the Lessee.

CITY OF TROY

By: *Jeanne M. Stine*
Jeanne M. Stine, Mayor

By: *Tamara A. Renshaw*
Tamara A. Renshaw, City Clerk

WITNESSES:

Tomi L. Bartholomew
Tomi L. Bartholomew

Cecilia A. Brukwinski
Cecilia A. Brukwinski

Lori Grigg Blum
Lori Grigg Blum

GALATIN, INC.

By: *Linda Egeland*
LINDA EGELAND

By: *President*

70 11
5-6-96

ADDENDUM TO THE LEASE

This Agreement is made on May 7, 1996, between the City of Troy ("Lessor") and Gallatin, Inc., d/b/a Camp Ticonderoga ("Lessee");

Lessor and Lessee have entered into an agreement under date of December 18, 1995, in which the Lessor, among other provisions, granted to the Lessee certain premises to be occupied and used for the purpose there stated, located at 5725 Rochester Road, Troy, Oakland County, Michigan;

The City Council of Lessor on May 6, 1996, granted a variance for the replacement of an existing 96 square foot sign located 12 feet from the existing Rochester Road right-of-way with another 96 square foot sign subject to an addendum to the lease being executed with requires Lessee to assume the cost of removing the sign at a future date when deemed necessary by Lessor.

Therefore, as a result of the variance granted by Troy City Council on May 6, 1996, Lessee shall be permitted to replace its existing ground sign at 5725 Rochester Road with one new ground sign of a maximum size of 96 square feet located 12 feet from the existing Rochester Road right-of-way and 1'-2" into the planned Rochester Road right-of-way.



The variance shall continue for duration of the lease, or 15 years or until Troy needs additional Rochester Road right-of-way which requires removal and relocation of the sign, whichever occurs first.

The Lessee shall be responsible for removing and relocating the sign at Lessee's expense upon expiration of the variance as set forth in the previous paragraph. In the event the Lessee does not move the sign after receiving 120 days notice in writing,

Lessor, without further judicial process, may enter upon the land and remove or cause the sign to be removed at Lessee's expense.

This Agreement binds the Lessee, its partners, successors, assigns and legal representatives.

This Agreement shall be recorded with the Oakland County Register of Deeds regarding the address 5725 Rochester Road, Troy, Michigan (sidwell #20-10-200-001).

Dated this 7th day of May, 1996.

Witnesses:

Armen A. Samuilow
Armen A. Samuilow

Victoria C. Lucia
Victoria C. Lucia

GALLATIN, INC.

By:

Steve Hazergian
Steve Hazergian
Owner/Operator

STATE OF MICHIGAN
COUNTY OF OAKLAND

Subscribed and sworn to before me
this 8th day of May, 1996.

Debra Olivich
DEBRA OLIVICH
Notary Public, Oakland
County, MI
My commission expires: 5-1-97

CITY OF TROY, a Michigan
municipal corporation,

By:

Jeanne M. Stine
Jeanne M. Stine, Mayor

By:

Tamara C. Renshaw
Tamara Renshaw, City Clerk

Witnesses:

Ester Corbin

Ester Corbin

MaryAnn Hays

MaryAnn Hays

STATE OF MICHIGAN
COUNTY OF OAKLAND

Subscribed and sworn to before me
this 16th day of May, 1996.

Cecilia A. Brukwinski

Cecilia A. Brukwinski

Notary Public, Oakland
County, MI

My commission expires: June 18, 1998

Resolutions Regarding Lease of Restaurant at Sylvan Glen by Gallatin, Inc. (Moose Preserve):

(a) Recommendation of Liquor Advisory Committee Meeting of December 11, 1995: Gallatin, Inc. Request to Transfer Ownership of 1995 Class C Licensed Business with Dance Permit, Located at 5725 Rochester, from Big Muskey Enterprizes, Inc.; (b) Approval of Lease Agreement C-11

(a) Recommendation of Liquor Advisory Committee Meeting of December 11, 1995: Gallatin, Inc. , Request to Transfer ownership of 1995 Class C Licensed Business with Dance Permit, Located at 5725 Rochester, from Big Muskey Enterprizes, Inc.

(i) Agreement Regarding Liquor License Request

Resolution #95-1117

Moved by Husk

Seconded by Pryor

WHEREAS, the City Council of the City of Troy deems it necessary to enter agreements with applicants for Class C liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and ordinances;

NOW, THEREFORE, BE IT RESOLVED, that the city council of the City of Troy hereby authorizes the Mayor and City Clerk to sign such agreement with Gallatin, Inc., to be located at 5725 Rochester, which shall become effective upon approval of the transfer of ownership of a Class C License, a copy of which agreement shall be attached to the original minutes of this meeting.

Yeas: All-6

Absent: Stine

(ii) Recommendation to the Michigan Liquor Control Commission

Resolution #95-1118

Moved by Husk

Seconded by Pryor

RESOLVED, that the request from Gallatin, Inc. to transfer ownership of a 1995 Class C licensed business with Dance Permit, located at 5725 Rochester, Troy, Michigan 48084, Oakland County, from Big Muskey Enterprizes, Inc., be considered for approval.

It is the consensus of this legislative body that the application be recommended for issuance.

Yeas: All-6

Absent: Stine

(b) Approval of Lease Agreement

Resolution #95-1119

Moved by Husk

Seconded by Pryor

RESOLVED, that the Lease Agreement between the City of Troy, as Lessor, and Gallatin, Inc., as Lessee, for the operation of a restaurant and Class C liquor establishment by Gallatin, Inc. on City-owned property located at 5725 Rochester Road is hereby approved, and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original minutes of this meeting.

Yeas -. All-6
Absent: Stine

93 - 1117
12-18-95

W.S. - all
terms to remain
3 (5) year terms
4

2nd Amendment 5/1/00
2000 - 219
96471 Address
5-6-96 Sign Variance

LEASE AGREEMENT

1. PARTIES

1.1 City of Troy, a Michigan municipal corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (Lessor).

1.2 Gallatin, Inc. (Lessee), 3405 Rock Valley Road, Metamora, Michigan 48455.

1.3 Lessor is the owner of certain property, 5725 Rochester Road, Troy, Oakland County, Michigan, upon which is situated certain structures used for the operation of a restaurant business and Class "C" liquor establishment.

1.4 Lessee shall be the operator of this restaurant and Class "C" liquor establishment.

2. SUBJECT

2.1 Lessor agrees to rent to Lessee the premise previously known as the Shark Creek Inn, located at 5725 Rochester Road, Troy, Michigan, together with all easements, rights and appurtenances.

2.2 The premise lies adjacent to the Sylvan Glen Golf Course, owned by the Lessor. It is recognized and agreed by Lessor and Lessee that this lease is exclusive of the Sylvan Glen Golf Course, Sylvan Glen Pro Shop and Sylvan Glen Locker Room.

2.3 Lessor agrees to prohibit food or beverage service by any party other than Lessee, except such service which is provided by Lessor itself on the Golf Course, in buildings thereon, or in the Pro Shop.

3. TERM

3.1 Lessee shall have and hold the premise described above for the term to commence on April 15, 1996, at 12:01 a.m. and to end on April 15, 2001, 11:59 p.m., unless terminated sooner, and may be renewed for up to three (3) additional five (5) year terms pursuant to Section 29.8.

2006 (5yr)
2011 (5yr)

4. RENT

4.1 Lessee agrees to pay Lessor rent in the sum of \$60,000 per year for the first through the fifth year of the Lease. Payment shall be made to the City of Troy Treasurer, 500 W. Big Beaver Road, Troy, Michigan, 48084. Rent shall be waived for ninety (90) days from the effective date of this Lease, and for the months of January, February and March 1997, 1998 and 1999. Such waiver of rents shall be prorated on a per day basis. Rent shall be made in twelve (12) equal payments, the first payment shall be due on the effective date of this agreement, and thereafter on the first day of each month during the term of this Lease, except as herein waived.

4.1 The monthly rent, i.e. \$5,000, shall be upwardly adjusted to \$6,500 upon the first five (5) year renewal of this Lease, or by a percentage equal to the increase in the Consumer Price Index (C.P.I. U. Det) for the preceding sixty (60) months or, if that index is no longer published, then a mutually agreeable comparable index, whichever is greater. Upon the second five (5) year renewal, the monthly rent shall increase to \$7,000, or by a percentage equal to the increase in the Consumer Price Index (C.P.I. U. Det) for the preceding sixty (60) months

84,000

or, if that index is no longer published, then a mutually agreeable comparable index, whichever is greater. Prior to the third five (5) year renewal, the parties shall agree to monthly rent for the balance of the Lease. If no such index is available, it is the intent of the parties that the annual rent shall reflect any inflation which has taken place during the preceding period.

4.3 Beginning January 1, 2000, the Lessee shall be granted a pre-payment incentive of the waiver of one month's rent, for any year in which the rent is pre-paid for that year (January 1-December 31). Such pre-payment shall be non-refundable.

5. FINANCIAL GUARANTEES

5.1 At least ten (10) days prior to the letting of a contract for construction of any Improvement, Lessee shall be required to submit any such contract to Lessor for its prior approval and shall post with Lessor cash, an irrevocable bank letter of credit or other instrument acceptable to Lessor in a form approved by Lessor and in an amount not to exceed the actual direct costs of construction of Lessee's Improvements under said contract, to assure the faithful performance of the Lessee's obligations to complete the construction of the Lessee's Improvements hereunder. Lessee and Lessor shall also execute those "private agreements" (as customarily known and utilized by private parties in dealings with the City of Troy) which relate to this Lease and Lessee's construction obligations hereunder. This requirement shall not apply to personal property and fixtures that the Lessee may purchase.

6. ANNUAL REPORT

6.1 Lessee's fiscal year shall be January 1 to December 31, and on or before the thirty-first (31st) day of March each year Lessee shall prepare and deliver to Lessor, an annual audited financial report prepared in the regular course of business, which accurately reflects the economic status of the subject business. Annual reports shall be delivered to the Troy City Clerk, 500 W. Big Beaver Road, Troy, Michigan 48084.

6.2 Within thirty (30) days of the receipt of the annual report, Lessor shall serve upon Lessee a notice of dissatisfaction of the accuracy or validity of the report, if any, expressing its reasons. If, within ten (10) days of service of its notice of dissatisfaction, Lessee fails to satisfy Lessor, Lessor reserves the right to declare a breach of contract.

6.3 Additional information as the Lessor may require.

7. DUTY TO MAINTAIN HIGH QUALITY OF RESTAURANT

7.1 It is the intent of the parties that the subject business be operated as a quality establishment. Lessee agrees to perform this Lease and all other related activities in such a manner as to maintain or improve the restaurant's reputation.

7.2 Lessee shall maintain upon the premise a substantial stock of goods, wares, merchandise and equipment so as to provide for the proper preparation and serving of food products therein, and such personnel as are necessary and expected of a high quality food service establishment.

7.3 Lessee shall continuously use the subject premise solely for the purpose of operating a restaurant business, outside catering, and other transactions directly related to or contributing to a restaurant business.

8. DAYS AND HOURS OF RESTAURANT'S OPERATION

8.1 Lessee shall keep the premise open and available for business activity during all reasonable days and hours for business except when prevented by strikes, fire, casualty, or other cause beyond the Lessee's reasonable control, and except during reasonable periods for repairing, cleaning and decorating the premise with prior approval of Lessor. Lessee shall not divert elsewhere any trade, commerce or business which ordinarily would be transacted by Lessee in or from the leased premise.

8.2 Except as otherwise provided in the foregoing paragraph, Lessee shall keep "Grill Room" portions of the premise open for food and beverage services, with breakfast, full lunch and dinner menus, April through October inclusive, from 7 a.m. to dusk Monday through Friday, and from 6 a.m. to dusk Saturday, Sunday and Holidays, when the adjacent golf course is open.

8.3 Under no circumstances shall the grill room be used for any purpose other than service to the golfers during the golf season except on Mother's Day and scheduled group use on Saturday evenings after 7 p.m. At all other times, full service shall be maintained on the west deck for the golfers.

8.4 If Lessor determines that Lessee has failed to keep the premise open and available for business in compliance with the three (3) preceding paragraphs, or in compliance with posted or publicized hours of operation, the Lessor will immediately notify the Lessee in writing of the nature of the claimed failure. The Lessor and Lessee will meet immediately but no later than forty-eight (48) hours of such notice. If the Lessor continues in it's determination that there has been such a failure, Lessee may appeal to the City Manager. After final determination by the City Manager of failure, any subsequent failure on Lessee's part shall result in a five hundred dollar \$500 damage payment for each subsequent occurrence after the first in any six (6) month period.

9. USES EXCLUSIVE OF RESTAURANT OPERATION PROHIBITED

9.1 Lessee shall not exhibit, sell, offer for sale, use, rent or exchange, on the premise or in the building, any article, thing or service except those ordinarily related to the stated use of the premise, without the written consent of the Lessor. Lessee shall not use the premise or any part thereof for lodging or sleeping purposes unless Lessor gives prior written approval. Any breach of this paragraph shall give Lessor cause to terminate this Lease.

10. ROOFTOP DINING

10.1 Rooftop dining will be allowed subject to all city codes, regulations, the terms of the Lease of the premise and the following additional conditions:

- (1) Access to the rooftop will only be from the inside of the restaurant.
- (2) All seating will be made by the host or hostess.
- (3) Occupancy limited only to seated guests and customers. Occupancy to be determined by City of Troy Building and Fire Departments.
- (4) No service bars will be permitted on the rooftop.
- (5) No entertainment or speakers will be permitted on the rooftop.

10.2 It is understood that the City may require termination of rooftop service at any time upon a finding that a nuisance exists subject to the following procedure:

The Director of Parks and Recreation will meet with the Lessee and discuss the nuisance and how it will be abated. If the nuisance continues unabated, the Director will recommend to the City Manager the termination of rooftop service. The City Manager's decision will be final and the Lessee agrees to terminate service if so directed by the City Manager.

11. CONDITION OF THE PREMISE

11.1 Lessee has examined the premise before signing this Lease and is completely familiar with the conditions thereof. Lessee's possession on the effective date of this Lease shall be conclusive evidence that the premise was in satisfactory condition when this Lease took effect.

11.2 Lessor has made no promises to alter, remodel, improve, repair, decorate or clean the premise, except as to parking lot improvement in conformance with paragraph 11.3, and has made no representation regarding the condition of the premise or the building. At the termination of this Lease, Lessee shall return the premise in as good a condition as when Lessee took possession, ordinary wear and tear excepted. If Lessee fails to return the premises as described above, Lessor may restore the premises to such condition and Lessee shall forthwith pay any cost of such repairs or replacements.

11.3 The Lessor agrees to provide expansion of the parking lot in accordance with the attached site plan if one of the following conditions occur and such conditions are witnessed jointly by representatives of the Lessee and the Lessor:

- (1) During the months of February and March the existing parking lot is two thirds (2/3) full on six (6) or more dates,
- (2) During the golf season the parking lot is filled and parking valets have no place to park cars on six (6) or more occasions.

The Lessor further agrees that plans and specifications for such parking lot improvements will be complete and ready to bid if either of the above conditions are met. Further, the Lessor agrees to add this project to an existing contract, if possible, to expedite completion. In the event the Lessor fails to begin the parking lot improvements within forty-five (45) days of the notification that the conditions in (1) or (2) above are met (or forty-five [45] days of the opening of asphalt plants if during non-construction seasons), rent will be abated until the improvements are opened for use.

12. MAINTENANCE, REPAIRS AND STRUCTURAL ALTERATIONS

12.1 Except as otherwise stated in this Lease, Lessee shall, during the term, at Lessee's own expense, maintain the premise in good order, condition and repair, including, but not limited to, the outdoor deck, all interior walls, floors, doorways, plumbing fixtures and pipes, electrical outlets, heating and cooling equipment, and interior and exterior glass.

12.2 Lessee shall maintain the temperature in the premise high enough to prevent the freezing of water in plumbing fixtures and to prevent all other damage caused by low temperatures.

12.3 Lessee shall not overload any floor. Lessor reserves the right to direct the routing and location of all safes and all other heavy objects. All supplies, merchandise, fixtures, appliances and equipment may only pass through proper service doors while premise is occupied by patrons or customers.

12.4 If Lessee fails to make repairs promptly and adequately, Lessor reserves the option to make such repairs. Lessee shall bear the costs of such repairs, including any overtime costs for labor decorating costs. If Lessee fails to pay these costs within thirty (30) days of Lessor's written demand for payment, Lessor has the right to add such costs as part of Lessee's rental payments and pursue payment until such costs have been paid.

12.5 Lessor reserves the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same, or of making repairs, additions or alterations to the building in which the leased premise is located, and for exhibiting the leased premise to

prospective tenants, purchasers or others. The exercise by Lessor of any of its rights under this paragraph shall not be deemed an eviction or disturbance of Lessee's use and possession of the leased premises.

12.6 At any time, Lessor either voluntarily or pursuant to governmental requirements, may, at Lessor's own expense, make repairs, reasonably required alterations or improvement in or to the building or any part thereof including the premise, and, during the operations, may do all things necessary in connection therewith, taking every reasonable precaution to avoid, prevent or minimize the occurrence of property damage and loss of business and profits to Lessee during all times that said activity shall continue.

12.7 Lessor shall keep and maintain the foundation, exterior walls, and roof of the building in which the leased premise is located, in good repair.

12.8 The Lessor reserves the right to make, at Lessor's own expense and discretion, such reasonably required major structural alterations or repairs to the subject building and premise as Lessor deems necessary and beneficial to Lessor's interest. The Lessor shall provide to the Lessee thirty (30) days notice of it's intention to make such major structural alterations or repairs. However, where such construction is not undertaken pursuant to governmental requirement and the duration of such activity will extend over a period exceeding sixty (60) days, Lessee may, upon service of notice to Lessor within ten (10) days after receipt of Lessor's notice of intent, elect to terminate this Lease as of the last day of the month in which Lessor's notice of intent

is given, or as the last day of the ten (10) day period, whichever is later.

12.9 If such major structural alterations or repairs to the subject building shall cause the Lessee to completely interrupt it's business operations, Lessee shall not be obligated to pay the rental on a per diem basis for each day, the business is so interrupted. Upon notice by the Lessor that the major structural alterations or repairs have been completed, the Lessee shall become obligated to resume payment of the monthly rental heretofore set forth.

12.10 A "major structural alteration or repair", as used herein shall be any addition to the subject building, replacement of entire walls, floors, foundations or ceilings which disrupts the operation of the business.

12.11 The Lessor reserves the right to construct, adjacent to the subject premise, any building or buildings as Lessor deems necessary or desirable, to replace the subject premise during the term of the subject Lease. The Lessor shall, if all the provisions of the subject Lease have been complied with by the Lessee, provide the Lessee with the first option to lease the new restaurant premises under such terms and conditions as are mutually satisfactory to the Lessor and Lessee for the operation of the restaurant business therein. If Lessor and Lessee do not reach an agreement within ninety (90) days of Lessor's notifying Lessee of Lessor's intent to replace the premise, then Lessee's right to first option shall be considered to be waived provided however, Lessee shall have the additional option to lease the new premises on the terms and conditions of any proposed lease where the terms and conditions are

less than the terms last offered to Lessee by the Lessor within the foregoing ninety (90) day period or thereafter; such right shall be exercised within ten (10) days after Lessor notifies Lessee of the terms and conditions of the proposed lease.

12.12 Lessee shall continue to meet the provisions of this Lease, and pay all rentals, during construction of any new building adjacent to or near the subject premise, except during times of business interruption as provided in this Lease. Upon notice by the Lessor that any new replacement premise is completed and ready for occupancy, if the Lessor and Lessee have entered into a mutually satisfactory lease agreement with respect thereto, the Lessee shall begin to conduct the restaurant business at the new premise. Lessee shall have a reasonable period of time from the notice of the completion of the new premise to complete the transfer. However, if the Lessor and Lessee have not entered into a mutually satisfactory lease agreement with respect to any new replacement premise, then Lessor's notice that said premise is complete and ready for occupancy shall serve to terminate this lease, effective thirty (30) days after the date of that notice.

13. ADDITIONS OR ALTERATIONS REQUIRING LESSOR'S APPROVAL

13.1 Lessee shall not install any apparatus for exterior illumination, air conditioning, cooling, heating, refrigerating or ventilating the premise, or make any alterations in or additions to the premise, without Lessor's advance written consent in each and every instance. Lessor's consent shall not be unreasonably withheld. Before any contract is let, any work done, or any materials delivered to the

premise, Lessee shall comply with the Lessor's requests for plans, specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnifications in form and in expenses of all kinds. Lessee shall permit Lessor to review construction operations. Lessee shall pay the costs of all installations, alterations and additions, and the expenses of their maintenance and operation. Security for such improvements shall be posted as provided in paragraph 5.1.

14. INSTALLATIONS AND ADDITIONS BECOME PROPERTY OF LESSOR

14.1 All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, in or upon the leased premises, shall be subject to approval by the Lessor, at which time a written determination shall be made between the Lessor and the Lessee as to the ownership thereof, and as to whether it shall be removed at the termination of the Lease. If Lessee fails to remove such things that had been agreed upon to be removed by the Lessee, Lessor may remove the same and Lessee shall pay the cost thereof or Lessor may retain the same and Lessee shall be conclusively presumed to have conveyed the same to the Lessor under this Lease as a bill of sale without further payment or credit.

14.2 If Lessee fails to remove the trade fixtures from the premises within thirty (30) days at the end of the term of this Lease, Lessor may remove the same and Lessee shall pay the costs thereof; at the option of Lessor, Lessor may retain the same and Lessee shall be

conclusively presumed to have conveyed the same to the Lessor under this Lease as a bill of sale without further payment or credit.

15. OUTSIDE DISPLAY

15.1 Lessee shall not display, install, inscribe, paint or affix any sign, picture, advertisement, or notice outside the premise or the building except in such place or places and of such color, size, design, style and material as shall have advance written approval by Lessor. Lessor shall either approve or deny any Lessee request within a reasonable period of time. Upon expiration of this Lease, Lessee shall remove all such signs, pictures, advertisements and notices. At any time at request of Lessor, Lessee shall remove any and all signs, pictures, advertisements and notices.

16. OUTSIDE MAINTENANCE AND APPEARANCE

16.1 Lessor shall remove snow and ice from the parking areas in front of, adjoining and in the rear of the premise and maintain the grass and shrubbery areas adjacent to the restaurant building.

16.2 Lessee shall keep all sidewalks, entrances, passages, courts, corridors, vestibules, halls, approaches, exits, elevators and stairways free from all obstructions including snow, ice, refuse, ashes and fire hazards of any kind. Lessee shall indemnify the Lessor for any injuries, including deaths, for claims based on violation of this paragraph.

16.3 Lessee shall keep all windows of the premise clean and shall maintain the premise in an attractive condition. If Lessee desires

interior awnings, shades, blinds, window or door coverings of any kind, Lessee shall furnish and maintain the same in an attractive manner at Lessee's own expense.

17. NUISANCES PROHIBITED

17.1 Lessee shall not make or permit to emanate from the premise any noise or odor that is objectionable to the public, to other occupants of the building, or to Lessor, and shall not create or maintain a nuisance thereon, and shall not do any act tending to injure the reputation of the building or the premise. Lessee shall not place or permit any antennae, loud speakers, sound amplifiers or similar devices on the roof or outside of the building.

18. PROHIBITED USES

18.1 Lessee shall not make, use or permit any use of the premise which is directly or indirectly forbidden by law, ordinance or governmental regulation. Lessee shall not make, use or permit any use of the premise which may be dangerous to life, limb or property or contemplated in this Lease.

18.2 Lessee shall not cause any increase of the premium or invalidate any policy of insurance carried on the building, premise, any part or appurtenance thereof or the operation thereof by the Lessor without the written approval of the Lessor. In addition to all other liabilities for breach of any provision of this Lease, Lessee shall pay to Lessor an amount equal to the increased cost of any insurance coverage resulting from Lessee's act or neglect, and shall pay to Lessor

compensation for all damages sustained by Lessor as a consequence thereof. Lessee shall comply with all requirements for federal, state, municipal and other governmental units, including but not limited to, inspections, licenses and permits and promptly pay all proper fees and charges in connection therewith. If the Lessee fails to meet such requirement, Lessor may, but need not, fulfill, such requirements. Any payment made on behalf of the Lessee shall become part of the next month's rent.

19. DISASTER PROVISIONS

19.1 In the event that the premise or the building are made wholly untenable by fire or other casualty, Lessor shall take possession of the injured premise within 30 days thereafter. If Lessor is not prohibited from undertaking reconstructing or repairing by either conditions on the premise or any declarations of government or insurance adjusting agencies, Lessor shall give written notice to Lessee of Lessor's intentions to either (a) terminate this Lease as of the date of the notice, or (b) repair, restore or rehabilitate the building within the ninety (90) days following the date of the notice. If the Lessor later determines that it cannot substantially complete the work, for whatever reason, within that ninety (90) day period, then at any time within one hundred (100) days of the date of the notice of Lessor's intentions, the Lessor may inform the Lessee that this Lease is terminated as of the date of that termination notice. If, at the end of the ninety (90) day period, the work has not been substantially completed, for whatever reason, then there shall be a ten (10) day

period during which the Lessee may terminate this lease upon written notice to the Lessor. At the end of the one hundred (100) days following the notice of Lessor's intention, this Lease shall only be terminated by mutual agreement of Lessor and Lessee. While the premise is untenable, the rent shall be abated on a per diem basis, but shall be paid, as provided herein, to the date of the fire or casualty. If the leased premise shall be partially damaged by fire or other casualty, the premise shall be repaired, restored or rehabilitated by Lessor, and rent, until the damaged portion of the premise is ready for occupancy by Lessee, shall be apportioned according to the part of the leased premise which is usable by Lessee.

19.2 In all cases, due allowance shall be made for reasonable delay which may be caused by adjustment of insurance, strikes, labor difficulties or any cause beyond Lessor's control. Lessee shall cooperate with all Lessor's reasonable requests for moving of Lessee's property in order to facilitate repairs, restoration and rehabilitation.

20. INSURANCE

20.1. Lessor shall cause each insurance policy carried by Lessor insuring the leased premise against loss for fire and causes covered by standard extended coverage, and Lessee shall cause each insurance policy carried by Lessee and insuring the leased premise and it's fixtures and contents against loss by fire and causes covered by standard extended coverage, to be written in such a manner so as to provide that the insuring company waives all right of recovery by way of subrogating against the Lessor or Lessee in connection with any loss or damage

covered by any such policies. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks numerated in standard extended coverage insurance.

20.2 Lessor shall provide sufficient (as determined by the Lessor) comprehensive insurance coverage for all building structures contained on the leased premise. Lessor shall provide copies of all insurance policies to the Lessee at the inception of said coverage, and thereafter at each renewal, along with sufficient proof of the payment for said insurance policies.

20.3 Lessee shall provide, at Lessee's own expense, sufficient (as determined by the Lessor) comprehensive insurance coverage, which must be approved in writing by the Lessor, for all types of personal property and Lessee's own leasehold improvements contained within and without the subject buildings and located upon the leased premise.

20.4 Said insurance coverage shall be of the following types: (1) fire protection for contents and leasehold improvements and (2) theft protection.

20.5 Lessee shall provide liability insurance coverage in sufficient sums (as determined by the Lessor), which must be approved in writing by the Lessor, and shall include the following types of coverage:

General Public Liability
Property Damage
Personal Injury

20.6 Lessee shall provide any other insurances required to provide adequate protection under the Dramshop Laws of the State of Michigan and all other insurance required by state or federal laws.

20.7 As to Liquor Liability coverage, Lessee shall, at the minimum, provide proof of financial responsibility as that term is defined in the Michigan Liquor Control Act in the minimum amount of three hundred thousand dollars (\$300,000.00) throughout the life of the Lease.

20.8 Anything to the contrary herein notwithstanding, Lessee shall, at the minimum, provide proof of insurance coverages of the kinds and in the amounts shown on the attached model Certificate of Insurance, Attachment "A". These insurance requirements shall be subject to annual review and reasonable increase at Lessor's option during the term of this lease.

20.9 The Lessee shall not occupy the premises or operate the business without the insurance coverage provided in Article 20.

21. INDEMNIFICATION

21.1 Lessee agrees to indemnify and hold Lessor harmless against and from any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising (in connection with loss of life, personal injury and/or damage to property, other than to the leased premise, arising from or out of any occurrence in, upon or at the leased premise) from the conduct or management of the business conducted by Lessee in the leased premise or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any act or omission of negligence, willful and wanton neglect, or intentional act of Lessee, it's agents, contractors, servants,

employees, concessionaires, licensees, or visitors in or about the leased premise. In case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor.

22. EMINENT DOMAIN

22.1 In the event that all of the leased premise are taken by exercise of the power of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor, and Lessor shall refund any monthly rent paid in advance, by a fraction having the number of days between the date possession is so taken and the first day of the next calendar month as its numerator, and thirty (30) days as its denominator.

22.2 If a portion of the leased premise is taken by eminent domain proceedings, but the taking does not include any land upon which the subject building rests, then this Lease and term shall not terminate, but the Lessor, at it's expense and within one hundred eighty (180) days after the payment to Lessor of the estimated compensation, shall commence to repair or alter the premise not affected by the taking, to make them useable, and shall, with reasonable diligence, proceed with such repairs or alterations. During the repair or alteration, the minimum rent due shall be abated in the same ratio that the square feet of the part taken bears to the total included in this Lease. Lessor and Lessee agree to either accept as compensation such

sums as shall be determined, allocated and paid to each by the condemnor, or to seek a determination of allocation in the condemnation proceedings.

23. TRANSFERS, ATTACHMENTS PROHIBITED

23.1 Lessee is prohibited from causing any lien to be attached upon Lessee's interest by operation of law. Lessee is prohibited from transferring, selling, mortgaging, pledging, assigning, or conveying this Lease, or any interest under it. Lessee is prohibited from subletting the premise or any part thereof without Lessor's consent. Lessee shall not permit the use or occupancy of the leased premise by anyone other than Lessee. The Leasehold interest of Lessee is personal to the Lessee.

24. LESSOR'S CONSENT REQUIRED FOR ASSIGNMENT OR SUBLEASE

24.1 Lessee must gain Lessor's consent to any assignment or subleasing or change of interest in the Lessee. The proposed assignee or sub-lessee shall have a thorough knowledge of and experience in the restaurant business, along with a high reputation in the community for restaurant management pursuant to the requirements of this Agreement. Consent by Lessor to one assignment of this Lease or to one subletting of the leased premise shall not be a waiver of Lessor's rights under this Section as to any subsequent assignment or subletting. Lessor's rights to assign this Lease are and shall remain unqualified. Lessee shall not transfer, sell or assign the Class "C" Liquor License except to a succeeding Lessee or to Lessor.

25. TERMINATION

25.1 If Lessee shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Lessee shall be appointed by reason of Lessee's insolvency or inability to pay debts, then Lessor may, at it's option, terminate this Lease by giving to Lessee notice in writing of the election of Lessor to so terminate. Neither this Lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver for creditors, or to any person by attachment or execution.

25.2 In addition to other provisions of this contract, in the event that any of the following events occur: (1) Lessee terminates the normal operation of the restaurant facility by closing, (2) Lessee modifies the hours of operation, (3) Lessee has been assessed three (3) penalties by the Lessor for non-compliance, in any one hundred eighty (180) day period of time, (4) Lessee's liquor license is revoked or suspended, or (5) Lessee is convicted of a crime because of a violation of any statute or ordinance relating to liquor at the premise, Lessor shall have the right to immediately suspend the sale of alcohol up to thirty (30) days, or terminate the Lessee's estate and term in this Lease. Lessor shall have the right by Resolution of the City Council to suspend the sale of alcohol up to thirty (30) days, or terminate the Lessee's estate and term in this Lease. If City Council convenes for the purpose of suspension or revocation, Lessee will be afforded due process and agrees to waive any and all rights of appeal from a suspension up to thirty (30) days of the sale of alcohol.

25.3 Lessor may terminate the estate and term leased by sixty (60) days written notice to Lessee upon the happening of any one or more of the following events: (a) the making by Lessee of an assignment for the benefit of it's creditors, (b) the taking of any action for the voluntary dissolution of Lessee or of it's consolidation with or merger into another corporation, (c) a valid mechanic's lien is filed and the Lessee fails within ten (10) days to file an appropriate court approved bond in an amount not less than $1\frac{1}{2}$ times the amount of the lien, or fails to keep said bond valid until the lien is discharged, (d) a material violation of any other provision of this Lease, which is not corrected within the sixty (60) days.

25.4 Upon the termination of the estate in any manner provided in this Lease, Lessor may, if Lessee refuses to surrender possession, re-enter the leased premise, and remove all persons and chattels therefrom. Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of the terms of this Lease. Notwithstanding such termination, the liability of Lessee for the rent provided for hereinabove for the balance of the term remaining after said termination shall not be extinguished, and Lessor shall be entitled to recover immediately as liquidated damages an amount equal to the rent for the said balance of the term.

25.5 In the event of any breach hereunder by Lessee, Lessor may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money, or does any act which will require the payment of any sum of

money, or is compelled to incur any expense, including reasonable attorney's fees, instituting or prosecuting any action or proceeding to enforce Lessor's rights hereunder, the sum or sums so paid by Lessor, with interest thereon at the rate of twelve percent (12%) per annum from the date of payment thereof, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor upon receipt.

25.6 Lessee shall, at the expiration or termination of this Lease, immediately yield up possession to Lessor and, failing to do so, shall pay, as liquidated damages for each day possession is withheld, an amount equal to double the daily minimum rent, computed on the basis of a thirty (30) day month. This does not preclude any action by the Lessor to regain possession of the premises.

25.7 Upon termination of the Lease or of Lessee's possession, Lessee shall surrender all keys of the premise to Lessor at the place designated for the payment of rent. Lessee shall make known to Lessor the explanation of all combination locks on safes, cabinets and vaults in the premise.

25.8 All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude the right to any other remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

25.9 It is mutually agreed that if the Lessee defaults in the payment of rent when due, the Lessor shall forward notice in writing of such default to the Lessee. Failure of the Lessee to cure such default within thirty (30) days after the date of mailing of such notice shall

give the Lessor the right to immediately terminate this Lease, eject the Lessee and take possession of the premises at Lessor's option.

26. NOTICE

26.1 Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Lessee at the address of the leased premise, and to Lessor at the address designated for the payment of rent, City Manager, City of Troy, 500 West Big Beaver Road, Troy, Michigan, 48084, and either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

27. UTILITIES

27.1 Lessee shall pay for all telephone, cable, heat, gas, water and electricity used in the leased premise. Lessee shall pay for all repairs or replacement that becomes necessary due to the malfunction, damage, or any other failure of any apparatus necessary for providing telephone, cable, heat, gas, water, and electricity.

28. TAXES

28.1 Lessor shall pay any real estate taxes attributable to the premise. Lessee shall pay any personal property and all other taxes attributable to the premise or operation therein.

29. MISCELLANEOUS

29.1 Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, it being expressly understood and agreed that no provision contained in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee. Neither Lessor nor Lessee shall do any act which is intended to imply any principal-agent, partnership, or joint venture relationship between them.

29.2 An omission by Lessor to take action on account of a default by Lessee, even if such default persists or is repeated, shall not be interpreted as a waiver of the default on the part of the Lessor. An express written waiver of a default by Lessee, granted by Lessor, shall not affect any default other than the default specified in the express written waiver, and shall not extend beyond the time and extent therein stated. One or more waivers of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. Lessor's consent or approval of any act by Lessee, requiring Lessor's consent or approval, shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee.

29.3 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of any other provisions. The necessary grammatical changes required to make the

provisions of this Lease apply in the plural sense where there is more than one Lessee, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State of Michigan shall govern the validity, performance and enforcement of this Lease. The submission of this Lease for examination does not constitute a reservation of or option for the leased premise; this Lease becomes effective as a Lease only upon execution and delivery there by Lessor and by Lessee.

29.4 If Lessee is a corporation and if at any time during the term of this Lease any part or all of the corporate shares are transferred without the Lessor's consent, by sale, assignment, operation of law or other disposition, so as to result in a change in the present control of said corporation by the person or persons now owning a majority of said corporate shares, Lessor may terminate this Lease and the demised term at any time after such change in control, by giving Lessee sixty (60) days prior written notice of such termination. Notice of such changes of ownership shall be reported in writing to the Lessor within ten (10) calendar days.

29.5 However, in the event of the transfer of the corporate shares of Lessee by reason of the death of the controlling shareholder or shareholders to Personal Representative or other fiduciary, the fiduciary of the Lessee's estate shall cooperate with Lessor and shall continue the operation and secure managers or operators, satisfactory to the Lessor, to perform the restaurant and beverage services pursuant to the requirements of this agreement. The provisions of this paragraph

shall be further subject to the conditions of the paragraph regarding Lessor's consent for assignment or sublease in paragraph 24.1.

29.6 The Lessor agrees and covenants that the Lessee, on payment of the rentals at the time and in the manner aforesaid and performing of all of the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the demised premises for the term aforesaid. The Lessee shall have the first option to negotiate a new lease for the premise, to commence upon the expiration of this Lease by passage of time, such first option to be valid from when two hundred seventy (270) days remain before this lease expires until one hundred eighty (180) days remain before this lease expires.

29.7 Lessor and Lessee shall meet no less than on a semi-annual basis in March and October of each year during the term of this Lease to discuss mutual problems and in the spirit of maintaining a constant flow of communications between parties.

29.8 Provided that Lessee's operation of the restaurant on the premise during the period of this Lease has been maintained at it's current level of performance, is not in default, and provided Lessee has maintained it's current ranking as a restaurant by outside sources, Lessee shall have the option to renew this Lease for up to three (3) additional five (5) year terms on the same terms and conditions contained herein; Lessee's election to exercise the extension of the term shall be made by a written communication mailed or delivered to Lessor on or before _____ . During the term of this Lease, Lessor will in writing bring to Lessee's attention as soon as possible any matters which would be of a nature that Lessor feels are

not within the intent of this Lease or would give Lessor reason for not renewing this Lease. Both parties shall make every effort to resolve such matters expeditiously.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 18TH day of December, 1995.

CITY OF TROY

Witnesses:

Cecilia A. Brubaker

Waylan Keys

BY: Anthony N. Pallotta
Anthony N. Pallotta, Mayor Pro-Tem

BY: Tamara A. Renshaw
Tamara Renshaw, City Clerk

GALLATIN, INC.

[Signature]

By: Linda E. Hall

By: President



TO: Members of Troy City Council
FROM: Lori Grigg Bluhm , City Attorney *LG*
Allan T. Motzny, Assistant City Attorney *ATM*
DATE: March 30, 2011
SUBJECT: City of Troy v Sentry, Inc., et al.

For the Rochester Road Improvement Project, the City needed to acquire right of way and a public utility easement from property located at 3875 Rochester Road, which is owned by RCU Independence and Sentry, Inc. The property is used as a gasoline station and a car wash facility. A condemnation lawsuit was initiated, since we were unable to agree with the property owners for a voluntary sale. The only remaining issue is the amount of just compensation to be paid for the property. The case was recently submitted to facilitation. Subsequently, we were able to negotiate a proposed consent judgment, which would finalize this case for the amount of the facilitation award, plus statutory costs and fees.

We recommend approval of the proposed consent judgment. Please let us know if you have any questions about this matter.

Proposed Resolution:

RESOLVED that the City of Troy City Council approves the proposed Consent Judgment in the condemnation case of *City of Troy v Sentry, Inc.; et al.*, Oakland County Circuit Court Case No. 09-101400-CC, and authorizes payment in the amounts stated therein, and further authorizes the City Attorney's Office to execute the document on behalf of the City of Troy, and a copy is to be attached to the original minutes of this meeting.

STATE OF MICHIGAN

OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY, a Michigan
municipal corporation,

Plaintiff,

v

Case No. 09-101400-CC
Hon. Nanci J. Grant

SENTRY, INC. a Michigan Corporation;
RCU INDEPENDENCE, INC., a
Michigan Corporation;
COMERICA BANK- DETROIT, n/k/a COMERICA
BANK; INNOVATIVE ENVIRONMENTAL
SOLUTIONS, INC.; and COUNTY OF
OAKLAND,

Defendants.

City of Troy
City Attorney's Office
Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
Attorneys for Plaintiff
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320
motznyat@troymi.gov

Alan T. Ackerman (P10025)
Darius W. Dynkowski (P52382)
Attorneys for Sentry and RCU
Ackerman, Ackerman & Dynkowski
100 W. Long Lake R d.
Suite 210
Bloomfield Hills, MI 48304-2774
(248) 537-1155
aackerman@sbcglobal.net

CONSENT JUDGMENT

At a session of said Court held
In the Courthouse in the
City of Pontiac, Oakland County, MI
on: _____

PRESENT: HONORABLE NANCI GRANT
OAKLAND COUNTY CIRCUIT COURT JUDGE

This matter is before the Court upon Stipulation of the City of Troy ("Plaintiff")
and Defendants SENTRY, INC. and RCU INDEPENDENCE, INC. ("Defendants").

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Title to the property described in the Declaration of Taking entered by this Court on June 8, 2009 has vested in Plaintiff by virtue of filing the Complaint and Declaration of Taking, depositing the estimated just compensation and recording a copy of a Declaration of Taking with the Register of Deeds of Oakland County.

2. Total and Final Just Compensation for the taking in this matter is determined to be \$1,400,000.00. Plaintiff is entitled to a credit in the amount of \$538,000.00 for estimated just compensation which was previously paid in this matter, leaving a payment due in the amount of \$862,000 for additional just compensation. In addition to Just Compensation, Plaintiff shall pay to Defendants \$62,382.94 in statutory interest on the additional just compensation due pursuant to the Uniform Condemnation Procedures Act, MCL 213.51 et seq.

3. As set forth in paragraph 2, Plaintiff shall make a payment to Defendants in the amount of \$924,382.94 for additional just compensation and interest. This amount shall be paid in a check payable to Sentry, Inc.

4. Pursuant to the Uniform Condemnation Procedures Act, MCL 213.51 et seq., Plaintiff shall also pay to Defendants the amount of \$452,033.00 for statutory reimbursement of attorney fees, plus 1/3 of the interest payable on the total additional just compensation paid to Defendants, which sum is \$20,794.31 for a total attorney fee reimbursement of \$472,827.31. This amount shall be paid in a check payable to Ackerman, Ackerman & Dynkowski.

5. Plaintiff shall also pay to Defendants the amount of \$20,000 for statutory reimbursement of expert fees and costs pursuant to the Uniform

Condemnation Procedures Act, MCL 213.51 et seq. This amount should be paid in a check payable to Sentry, Inc.

6. Subject to the enforcement of the terms herein, this Consent Judgment constitutes a final disposition and closes the case.

Hon. Nanci Grant, Circuit Judge

I stipulate to entry of the above order:

Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
City of Troy Attorney's Office
Attorneys for Plaintiff CITY OF TROY
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320
motznyat@troymi.gov

Alan T. Ackerman (P10025)
Darius Dynkowski (P52382)
Ackerman, Ackerman & Dynkowski
Attorneys for Defendant BG's LLC
100 W. Long Lake Rd., Suite 210
Bloomfield Hills, MI 48304-2774
(248) 537-1155
aackerman@sbcglobal.net



CITY COUNCIL AGENDA ITEM

Date: March 30, 2011

To: John Szerlag, City Manager

From: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
R. Brent Savidant, Acting Planning Director

Subject: Announcement of Public Hearing - April 18, 2011 – Capital Grille Outdoor Seating Area, North side of Big Beaver, East of Coolidge (2800 West Big Beaver Road, Space Q123), Section 20, Presently Zoned B-2 (Community Business), Controlled by Consent Judgment (File Number SU-386)

Background

The applicant Capital Grille Holdings, Inc. intends to add a 42-seat outdoor seating area at their restaurant at Somerset Collection. Section 21.30.05 permits outdoor seating in excess of 20 people by Special Use Approval in the B-2 Community Business District. The applicant provided a dimensioned site plan and a photo showing how the seating area will be delineated. The attached report prepared by Carlisle/Wortman Associates, Inc. summarizes the application.

The Planning Commission considered this item at the March 22, 2011 Special/Study meeting and recommended approval of the 42-seat outdoor seating area. A Public Hearing is scheduled for the April 18, 2011 City Council Regular meeting.

It should be noted the proposed City of Troy Zoning Ordinance will permit outdoor seating areas of any size as accessory uses to restaurants. Therefore, if the Zoning Ordinance is adopted as proposed, City Council would no longer have the responsibility of approving outdoor seating areas in excess of 20 people.

Recommendation

City Management recommends approval of the outdoor seating area for Capital Grille.

City Attorney's Review as to Form and Legality

Date

Attachments:

1. Maps
2. Site plan and photo provided by applicant
3. Report prepared by Carlisle/Wortman Associates, Inc.
4. Minutes from March 22, 2011 Planning Commission Special/Study meeting (excerpt)



Legend

-  I-75
- Road Centerline**
 -  Major Road
 -  Industrial Road
 -  Local Road
-  Hydrography Poly
-  Hydrography Arc
-  Parcels
- Aerial Photos - 2010**
 -  Red: Band_1
 -  Green: Band_2
 -  Blue: Band_3

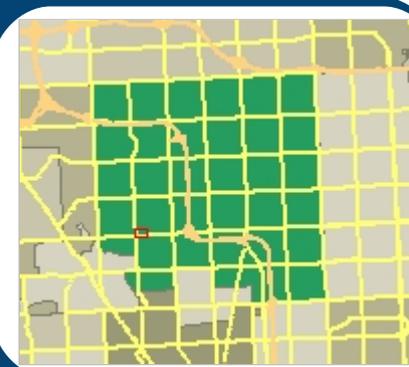
50 0 25 50Feet

Scale 1: 302



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

Printed: 3/17/2011



Legend

-  I-75
- Road Centerline
 -  Major Road
 -  Industrial Road
 -  Local Road
-  Hydrography Poly
-  Hydrography Arc
-  Parcels
- Aerial Photos - 2010
 -  Red: Band_1
 -  Green: Band_2
 -  Blue: Band_3

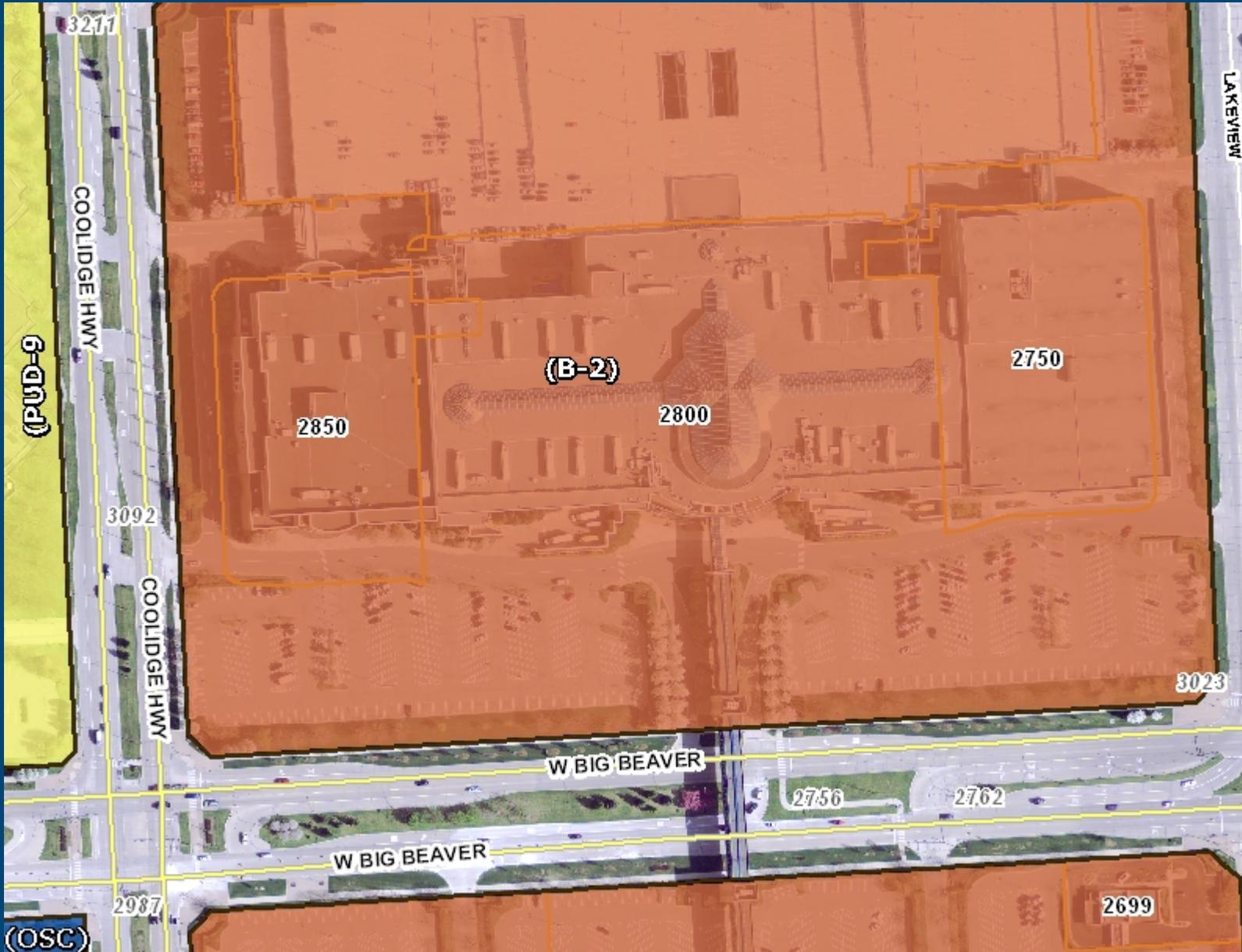
402 0 201 402Feet

Scale 1: 2,412



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

Printed: 3/17/2011



Legend

-  I-75
- Road Centerline**
 -  Major Road
 -  Industrial Road
 -  Local Road
- Zoning**
 -  (PUD) Planned Unit Development
 -  (B-1) Local Business District
 -  (B-2) Community Business District
 -  (B-3) General Business District
 -  (R-C) Research Center District
 -  (C-F) Community Facilities District
 -  (C-J) Consent Judgment
 -  (E-P) Environmental Protection District
 -  (R-EC) Residential Elder Care
 -  (P-1) Vehicular Parking District
 -  (H-S) Highway Service District
 -  (M-1) Light Industrial District
 -  (O-1) Office Building District
 -  (O-M) Office Mid-Rise District
 -  (OSC) Office Service Commercial District
 -  (CR-1) One Family Residential Cluster District
 -  (R-1A) One Family Residential District
 -  (R-1B) One Family Residential District
 -  (R-1C) One Family Residential District
 -  (R-1D) One Family Residential District
 -  (R-1E) One Family Residential District
 -  (R-1T) One Family Attached Residential Distr
 -  (R-2) Two Family Residential District
 -  (R-M) Multiple Family Residential Medium De
 -  (RM-1) Multiple Family Residential District Lc
 -  (RM-2) Multiple Family Residential District (M
 -  (RM-3) Multiple Family Residential District (Hi
-  Hydrography Poly
-  Hydrography Arc
-  Parcels

Aerial Photos - 2010

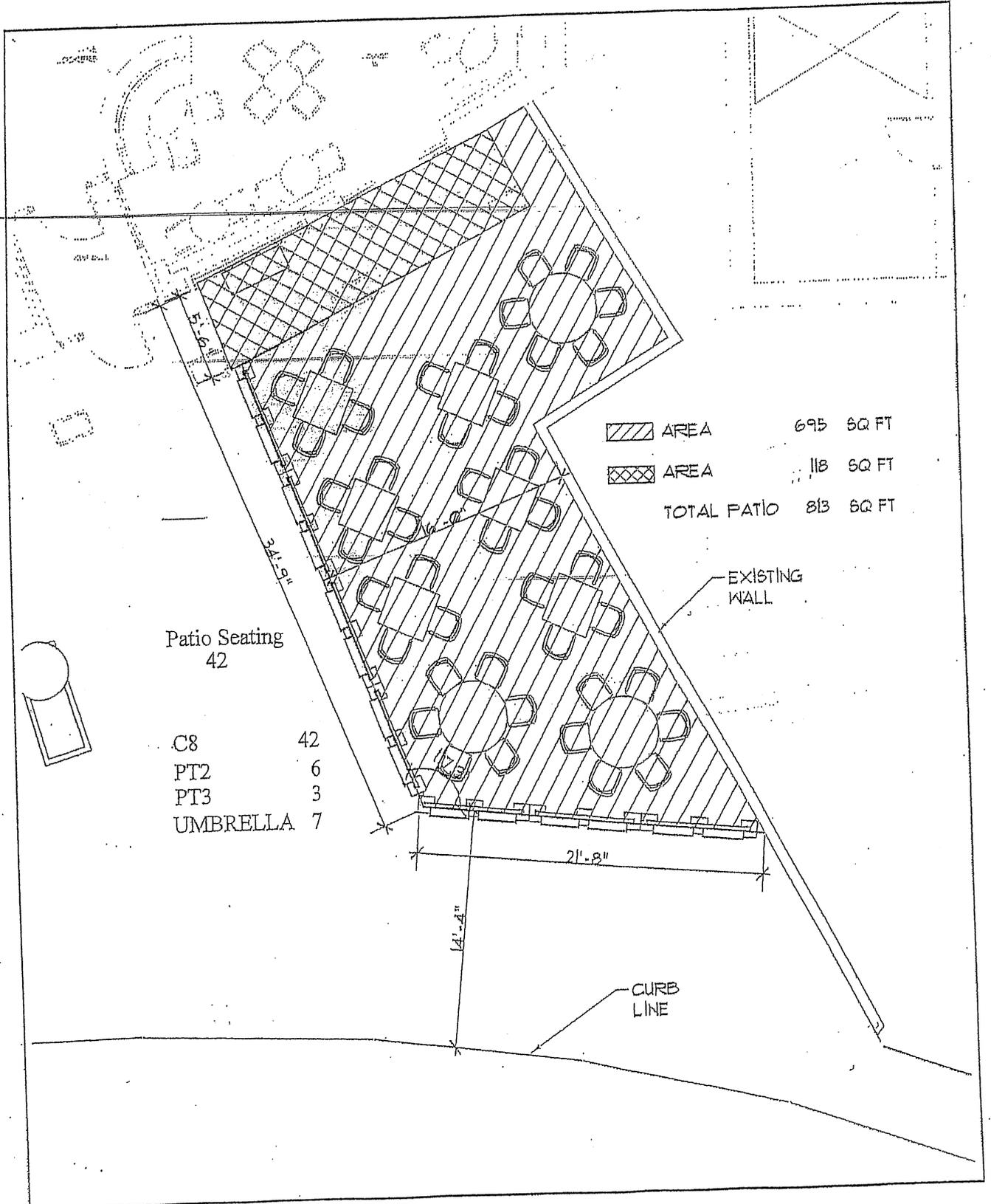
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-  Green: Band 2

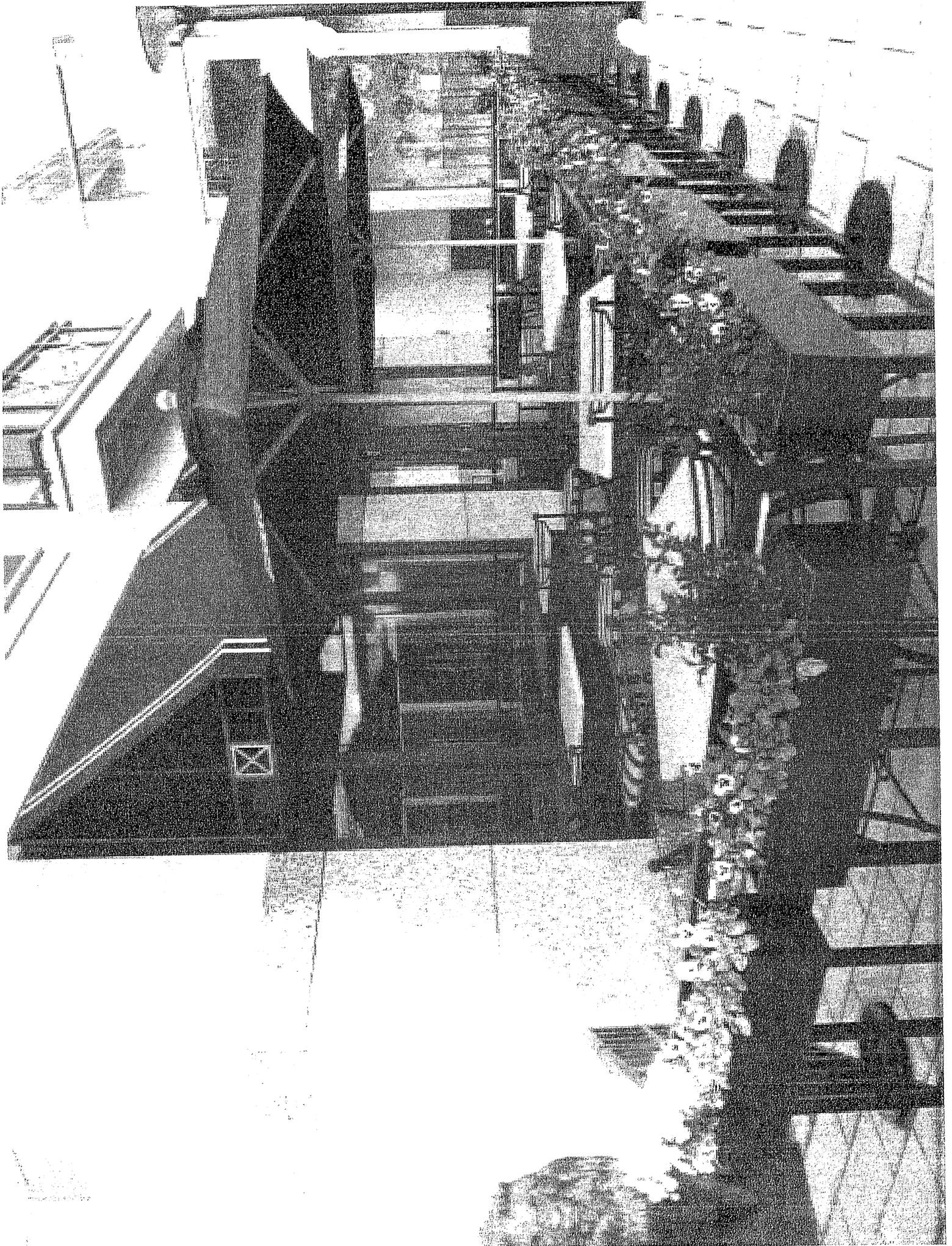
Printed: 3/17/2011

402 0 201 402Feet

Scale 1: 2,412









CARLISLE/WORTMAN ASSOCIATES, INC.

Community Planners /Landscape Architects

605 S. Main, Suite 1
Ann Arbor, MI 48104
734-662-2200
fax 734-662-1935

6401 Citation Drive, Suite E
Clarkston, MI 48346
248-625-8480
fax 248-625-8455

Date: March 29, 2011

Special Use Review For City of Troy, Michigan

Applicant: Capital Grille Holdings, Inc.

Project Name: Capital Grille Outdoor Seating

Plan Date: September 18, 2010 (Submittal dated March 22, 2011)

Location: 2800 West Big Beaver Road, Space Q123

Zoning: B-2 (approved via consent judgment)

Action Requested: Special Use Approval

Required Information: Deficiencies noted

PROJECT AND SITE DESCRIPTION

We are in receipt of a special use submittal for the creation of an outdoor café for the Capital Grille. The area would be constructed in a currently paved area outside the main restaurant and adjacent the primary mall entrance. It would be surrounded by decorative pylons and fencing, would have umbrellas and potted landscaping, and would not be permanently installed. The outdoor seating would have direct access to the main restaurant, and would seat 42 additional diners.

Location of Subject Property:

The property is located on the north side of Big Beaver, at 2800 West Big Beaver Road in the north building of Somerset Collection.

Size of Subject Property:

The overall subject site for Somerset Collection is 36.9 acres. The proposed outdoor dining area is 813 square feet.

Proposed Uses of Subject Parcel:

The applicant proposes to use the area for outdoor seating.

Current Use of Subject Property:

The overall subject property is currently a shopping mall; this location is specifically a restaurant with no outdoor seating. The area that would house the outdoor dining is a paved portion of the pedestrian plaza and entrance adjacent the main Somerset Collection pedestrian entrance.

Current Zoning:

The property is currently zoned B-2, Community Business District. Restaurants are permitted in the B-2 District by right. This specific site is also controlled by consent judgment. It is our understanding from the City Attorney's office that the addition of an outdoor dining area would be allowed as it would normally be allowed in the B-2 District (Section 21.30.05) under the existing consent judgment. Outdoor dining is permitted as a special use, approved by City Council, for an initial period not to exceed two years with successive approvals for a similar maximum period. In those instances where a permanent structural enclosure is provided for the outside seating area, approval may be granted for the total term of operation of the applicant. The applicant proposes to construct a temporary fenced enclosure with landscaping and umbrellas on an existing concrete pad; consequently, we believe the applicant is not eligible to apply for a permit that could be granted for the total term of operation of the applicant, and must be limited to the two years allowed by the Ordinance.

BUILDING LOCATION AND SITE ARRANGEMENT

The existing restaurant is situated on a currently paved courtyard area outside the main restaurant and adjacent the primary mall entrance. The restaurant faces Big Beaver and shares parking with the overall mall. The courtyard area is immediately adjacent the restaurant, providing direct access. It does not hamper free and efficient use of the main mall entrance.

Items to be Addressed: *None*

AREA, WIDTH, HEIGHT, SETBACKS

This project is located behind the front yard setback and does not encroach into any required yard.

Items to be Addressed: *None.*

PARKING

Parking for outdoor dining is the same for that required for the overall conventional restaurant. This requirement is 1 space for every 2 persons within the dining establishment's capacity, plus 1 employee space for every 10 seats of seating capacity or one for each 35 square feet of dining area, whichever is greater. In this case, 42 additional seats are proposed, requiring 21 additional parking spaces, plus another 2 employee spaces, for a required total of 23 spaces.

The existing Capital Grille Restaurant is part of the Somerset Collection. The mall as a whole provides shared parking for the various uses within the mall. This arrangement is satisfied by multiple surface lots and the attached parking structures for the mall. In the north portion of Somerset Collection alone, 4,700 parking spaces are provided. Given that the patrons of the Capital Grille are frequently also customers at the rest of the mall, and that the peak hours of operation for the Capital Grille are unique from those for the main retail uses, we believe that the increased demand for parking generated by the Capital Grille outdoor dining spaces would be negligible. This negligible demand will be satisfied by the enormous supply of available parking at the Somerset Collection and will have no additional impact, and should require no new, additional parking.

Items to be Addressed: None.

LANDSCAPING

The proposed location of the outdoor dining area would not impact any existing landscaped area, and is located within an existing paved courtyard adjacent the main mall entrance. The applicant has included a photograph and diagram showing the intended decorative fencing and furniture, and flower boxes are attached to the fencing sections. No landscaping is impacted by the project, nor should any additional new landscaping be necessary to accommodate the outdoor dining area.

Items to be Addressed: None.

RECOMMENDATIONS

This project enhances an existing successful business in the City with a temporary, seasonal installation of outdoor seating for 42 patrons. The development of an outdoor café increases the activity on Big Beaver and complements the vision established in the Big Beaver Corridor Study and Master Plan. The site contains sufficient parking and landscaped area. The project meets minimum ordinance requirements for screening and design. Therefore, we recommend the City Council approve the proposed outdoor dining area for Capital Grille for an initial period not to exceed two years.


CARLISLE/WORTMAN ASSOCIATES, INC.
Zachary G. Branigan, LEED AP, AICP
Associate

8. OUTDOOR SEATING AREA – The Capital Grille, Somerset Collection, North side of Big Beaver, east of Coolidge (Unit Q123, 2800 W. Big Beaver), Section 20, Currently Zoned B-2 General Business (Controlled by Consent Judgment)

Mr. Savidant summarized the application, which requires approval by City Council. There was general support of the proposed outdoor seating area.

Resolution #2011-03-015

Moved by: Edmunds
Seconded by: Strat

RESOLVED, That the Planning Commission hereby recommends that Special Use Approval for the proposed Capital Grille outdoor seating area, located on the north side of Big Beaver, east of Coolidge (Unit Q123, 2800 W. Big Beaver), Section 20, Currently Zoned B-2 General Business (Controlled by Consent Judgment), be granted.

Yes: All present (8)
Absent: Schultz

MOTION CARRIED



CITY COUNCIL AGENDA ITEM

Date: March 29, 2011

To: John Szerlag, City Manager

From: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
Richard Carlisle, Carlisle/Wortman Associates, Inc.
Zachary Branigan, Carlisle/Wortman Associates, Inc.
R. Brent Savidant, Acting Planning Director

Subject: Announcement of Public Hearing – April 18, 2011 – Zoning Ordinance Text Amendment
(File Number ZOTA 236) - Comprehensive Zoning Ordinance Rewrite

Background

The Planning Commission, in partnership with City Staff and Carlisle/Wortman Associates, Inc., prepared the Draft City of Troy Zoning Ordinance. The Planning Commission discussed the Draft Zoning Ordinance at approximately thirty public meetings, spread over approximately two years. A Zoning Ordinance Workshop held in Troy City Hall on March 2, 2011, solicited input and answered questions from residents, designers, developers and real estate brokers on the proposed Zoning Ordinance. The Planning Commission held a Public Hearing on the proposed Zoning Ordinance at their March 8, 2011 Regular meeting. The Planning Commission recommended adoption of the proposed Zoning Ordinance at their March 22, 2011 Special/Study meeting.

A hard copy of the Draft City of Troy Zoning Ordinance is available for review at the Planning Department in Troy City Hall and the Troy Public Library. An electronic web-enabled version of the document is available for review online on the Planning Department page of the City of Troy website, www.troymi.gov/planning/.

City Council is authorized to adopt the proposed Zoning Ordinance. A Public Hearing is scheduled for the April 18, 2011 City Council Regular meeting.

Summary of Changes

To show the significant changes proposed to the current Zoning Ordinance in legislative format, using underline and/or ~~strike through~~, would have added hundreds of pages to the draft document, making for a difficult and cumbersome review. Therefore the document is not prepared in legislative format. To simplify, the proposed changes fall into the following six categories:



CITY COUNCIL AGENDA ITEM

1. Changes required to make the document easier to read and use.
2. Changes required to expedite review and approval for development applications.
3. Changes required to comply with the City of Troy Master Plan.
4. Changes of salience advanced by the Planning Commission.
5. Changes of salience advanced by Staff or Carlisle/Wortman Associates, Inc.
6. Changes required to comply with the Michigan Zoning Enabling Act (P.A. 110 of 2006), other laws and applicable case law.

The following summarizes the proposed changes within the six categories.

1. Changes required to make the document easier to read and use

- Created a Table of Contents to make it easier to use the document.
- Reorganized the District Regulations section (see Summary of Zoning District Changes).
- Updated and improved existing definitions and added new definitions where necessary.
- Created new illustrations for some definitions.
- Inserted illustrations into the body of the articles, below the corresponding definition (in the existing document, illustrations are located at the end of the article).
- Eliminated the Schedule of Regulations and footnote section for area and bulk requirements.
- Provided area and bulk requirements for each zoning district, with illustrations for each district, to clarify height, lot coverage, lot area, width and setback requirements.
- Provided Schedule of Use Regulations table, which lists the zoning districts and the uses permitted within each district, as permitted by right, as a special use or as an accessory use.
- Removed specific use standards from individual zoning districts, and moved them to Article 6 Specific Use Provisions.
- Added specific use standards for a number of uses, including adult care facilities, bed and breakfast facilities, large scale retail establishments, live/work units, lodging facilities, and materials recovery facilities.

2. Changes required to expedite review and approval for development applications

The Zucker Study provides direction to encourage fast, fair and predictable development approval. Further, this fast, fair and predictable approval process will be an economic development tool by making Troy one of the fastest development approval municipalities in the State of Michigan. Changes made to bring the Zoning Ordinance into conformance with the Zucker Study include the following:

- Developed a process for administrative review and approval of site plan applications.
- Provided additional authority to the Zoning Administrator to waive required information if it is determined the information does not affect compliance with Zoning Ordinance.
- Streamlined the review and approval process for Planned Unit Developments by eliminating the Planning Commission and City Council public hearing required for Preliminary Development Plan (PDP) approval.

3. Changes required to comply with the City of Troy Master Plan

- Modified the Zoning District Map to reflect District Regulation reorganization, as adopted in the Master Plan (see attached, Summary of District Changes).
- Added PV Planned Vehicle Sales District for the Troy Motor Mall.
- Developed Sustainable Design Project (SDP) provisions.
- Added stormwater management provisions.
- Added wind energy conversion system provisions.
- Updated environmental performance standards.

4. Changes of salience advanced by the Planning Commission

- Eliminated specific standards for temporary approval of commercial vehicles in One-Family Residential Districts. This will make it more difficult for commercial vehicles to be parked in residential districts.
- Created three Form Based Code (FBC) Districts: Big Beaver District, Maple Road District, and Neighborhood Nodes District.
- Developed the following provisions for each FBC District: Regulating Plan, Authorized Use Groups, Building Form Standards and Design Standards.
- Updated landscaping provisions.
- Strengthened maintenance requirements for landscaping materials.
- Comprehensively revised landscaping and screenwall provisions to provide flexibility in the application of landscape buffer options.
- Required landscaping in and around the perimeter of parking lots.
- Strengthened lighting provisions.
- Eliminated Group Day Care Homes (residential day care for between 7 to 12 children) as permitted uses in all districts.

5. Changes of salience advanced by Staff or Carlisle/Wortman Associates, Inc.

- Clarified the role of the Zoning Administrator in administration of the Zoning Ordinance.
- Strengthened provisions related to home occupations and temporary buildings, structures and uses.
- Developed public hearing notice requirements, to be used for all applications where public notice is required.
- Developed provisions for performance guarantees.
- Clarified the procedure for rezoning of property.
- Expanded the general special use approval standards.
- Provided standards for the placing of conditions on special use approval by the Planning Commission.
- Simplified permitted uses by eliminating conditional uses, which are essentially permitted uses.
- Added equipment screening requirements.
- Updated parking space standards.



CITY COUNCIL AGENDA ITEM

- Added general access management standards.
 - Added general pedestrian access standards.
 - Added MHP Manufactured Home Park District for Troy Mobile Home Villa.
 - Moved Adult Use Business definitions from Definitions article to Adult Use provisions in Article 6 Specific Use Provisions.
6. Changes required to comply with the Michigan Zoning Enabling Act (P.A. 110 of 2006), other laws and applicable case law
- Changed the name from Board of Zoning Appeals (BZA) to Zoning Board of Appeals (ZBA) to be consistent with the Michigan Zoning Enabling Act.
 - Modified the membership of the ZBA to include one Planning Commission representative only, with no Planning Commission alternate.
 - Added two alternate members for the entire ZBA.
 - Clarified the duties of the ZBA to include interpretations and appeals of administrative decisions.
 - Strengthened the procedures for variance applications.
 - Provided the ZBA the authority to review and approve use variance applications.
 - Added use variance standards and procedures.
 - Modified non-use variance standards so they are consistent with zoning case law.
 - Broadened the standards for determining whether a nonconforming use has been abandoned.
 - Updated site condominium provisions (referred to in existing document as unplatted one-family residential developments).
 - Added definitions related to site condominiums.

The process for adopting the new Zoning Ordinance is similar to the adoption of a proposed Zoning Ordinance Text Amendment. Following the required Public Hearing by the Planning Commission, a Planning Commission recommendation is forwarded to City Council and a Public Hearing is scheduled. The Public Hearing is scheduled for the April 18, 2011 City Council Regular meeting.

Adoption of the Zoning Ordinance will necessitate revisions to other City ordinances, including Chapter 85 Signs and Chapter 60 Fees and Bonds Required. City Staff will initiate the applicable revisions upon adoption of the new Zoning Ordinance.

Recommendation

City Management recommends adoption of the Draft City of Troy Zoning Ordinance.



CITY COUNCIL AGENDA ITEM

City Attorney's Review as to Form and Legality

Date

Attachments:

1. Draft Zoning Ordinance Text
2. Draft Zoning Ordinance Map
3. Summary of District Changes
4. Minutes from March 8, 2011 Planning Commission Regular meeting (excerpt)
5. Minutes from March 22, 2011 Planning Commission Special/Study meeting (excerpt)
6. Public Comment

cc: Richard Carlisle, Carlisle/Wortman Associates, Inc.

RBS\G:\ZOTAs\ZOTA 236 Zoning Ordinance Rewrite\Announce CC Public Hearing 04 04 2011.doc

SUMMARY OF ZONING DISTRICT CHANGES

R-1A One-Family Residential District
R-1B One-Family Residential District
R-1C One-Family Residential District
R-1D One-Family Residential District
R-1E One-Family Residential District
CR-1 One-Family Residential-Cluster District
MH **Manufactured Housing District**

RT **One Family Attached**
~~R-1T~~ ~~One Family Attached Residential District~~
~~R-EC~~ ~~Residential Elder Care~~
~~R-2~~ ~~Two Family Residential District~~
~~R-M~~ ~~Multiple Family Residential Medium Density~~
~~RM-1~~ ~~Multiple Family Residential District (Low Rise)~~
~~RM-2~~ ~~Multiple Family Residential District (Mid Rise)~~
~~RM-3~~ ~~Multiple Family Residential District (High Rise)~~
RM **Multi-Family Residential District**
UR **Urban Residential District**

~~C-F~~ **CF** Community Facilities District
~~E-P~~ **EP** Environmental Protection District

~~B-1~~ ~~Local Business District~~
~~B-2~~ **CB** Community Business District
~~B-3~~ **GB** General Business District
~~H-S~~ ~~Highway Service District~~
PV **Planned Vehicle Sales**
IB **Integrated Industrial Business District**

~~O-1~~ ~~Office Building District~~
~~O-M~~ ~~Office Mid-Rise District~~
~~O-S-C~~ ~~Office Service-Commercial District~~
O **Office**
OM **Office Mixed Use**

~~P-1~~ **P** Vehicular Parking District
~~R-C~~ **RC** Research Center District
~~M-1~~ ~~Light Industrial District~~

BB **Big Beaver District**
MR **Maple Road District**
NN **Neighborhood Node District**

ZONING ORDINANCE TEXT AMENDMENT

6. **PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT** (File Number ZOTA 236) – Proposed Draft Zoning Ordinance and Map Regulating the Development and Use of Land, which Ordinance, if Adopted, will Repeal and Replace the Existing Zoning Ordinance, Chapter 39 of the Code of the City of Troy

Mr. Savidant voiced his appreciation to all involved in the comprehensive rewrite of the Zoning Ordinance. He said attendance at the March 2nd Zoning Ordinance Workshop was an interesting cross section of guests whose comments and insight were welcomed.

Mr. Savidant's PowerPoint presentation highlighted the following features of the Zoning Ordinance rewrite:

- Changes to make document easier to use.
- Changes to expedite review and approval for development applications.
- Changes advanced by the Master Plan.
- Changes advanced by Planning Commission.
- Changes advanced by Staff or CWA.
- Changes required to comply with the Michigan Zoning Enabling Act and other laws.

Mr. Savidant noted that in summary, the proposed new Zoning Ordinance:

- Implements the Master Plan.
- Is easier to use.
- Protects single family residential.
- Offers a wider range of uses permitted in many districts.
- Increases potential and marketability.
- Creates three Form Based Districts.
- Initiates faster approvals for many applications.

Mr. Branigan gave a hands-on demonstration of the web-based Zoning Ordinance.

PUBLIC HEARING OPENED

Dennis Cowan of Plunkett Cooney, 38505 Woodward Avenue, Bloomfield Hills, was present as a representative for White Chapel Cemetery. He posed questions with reference to White Chapel Cemetery in relation to its zoning under the proposed Zoning Ordinance and potential future expansion in the newly proposed neighborhood node.

Mr. Carlisle indicated the proposed Zoning Ordinance provides a mechanism for interpretation of cemetery and similar uses, and stated a rezoning request would be the procedure to follow for potential expansion of the use.

Mr. Cowan asked the timetable of the approval process to adopt the Zoning Ordinance.

Chair Hutson replied the intent is to have a final draft and Public Hearing copy complete within the next two weeks, at which time a Public Hearing date would be scheduled for City Council action.

PUBLIC HEARING CLOSED

Messrs. Branigan and Savidant discussed the Zoning Ordinance “roll-out” upon its adoption by City Council. Mr. Savidant said tutorial sessions would be offered for various Boards and Committees.

There was discussion on creating a use group specifically for cemeteries and similar uses. It was determined to make no changes at this time to the draft Zoning Ordinance in this respect.

Mr. Savidant led discussion on the following:

- Modification of provisions related to solar and wind energy equipment.
 - It was determined to remove paragraph “C” Lot Coverage, under Section 12.05, Solar Structures and Easements.
- Parking of recreational vehicles in front yards.
 - There was a consensus not to revise the proposed language.
- Future zoning of a parcel north of Big Beaver, west side of John R, from MR Multi-Family Residential (proposed) to CB Community Business.
 - Property owner should apply for a rezoning request.
 - Planning Department to research correlation of R-EC zoning district to MR zoning district.
- Section 5.02.A.2 – Add “e”, “An addition to or expansion of an existing building, that does not increase its non-conformity.”
 - There was a consensus to add “e”.
- Section 8.03.C, 9, – To eliminate the words “associated with a residential development”.
 - It was a consensus to leave the wording as is: Construction of an entrance feature associated with a residential development.
- Section 8.03.C – Add “16”, “Any building, structure or use permitted by right in a non Form-Based Code District that meets all requirements of the Zoning Ordinance.”
 - It was determined not to add “16”.
- Section 4.15.D.4 – Parking in front of buildings in IB.
 - It was determined to allow parking with a caveat (to be specified).

There was discussion on which applications would go through administrative approval or Planning Commission approval. Mr. Carlisle stated that any changes affecting the role of the Planning Commission at this juncture in the approval process of the proposed draft Zoning Ordinance would require another Public Hearing.

9. ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 236) – Proposed Draft Zoning Ordinance and Map Regulating the Development and Use of Land, which Ordinance, if Adopted, will Repeal and Replace the Existing Zoning Ordinance, Chapter 39 of the Code of the City of Troy

Mr. Branigan summarized the draft document, dated March 18, 2011. This draft contained all the revised formatting and text edits from the workshop, the public hearing, the Planning Commission and DDA input, Staff and Consultant changes, etc. made since the February 4 draft. General discussion followed.

Resolution # PC-2011-03-016

Moved by: Sanzica

Seconded by: Strat

WHEREAS, The Planning Commission adopted the City of Troy Master Plan on October 14, 2008; and

WHEREAS, The Zoning Ordinance is the most important tool for implementing the Master Plan; and

WHEREAS, The existing City of Troy Zoning Ordinance is approaching fifty years old, and has been amended two hundred forty- two times; and

WHEREAS, The City undertook a collaborative effort between the Planning Department and Carlisle/Wortman Associates, Inc. to comprehensively rewrite the Zoning Ordinance; and

WHEREAS, The Planning Commission discussed the proposed Zoning Ordinance at over thirty public meetings, including a Zoning Ordinance Workshop held on March 2, 2011 and a Public Hearing held on March 8, 2011; and

WHEREAS, The proposed Zoning Ordinance creates an Environment of Investment in the City by expanding the development and use potential of many non-residential properties; and

WHEREAS, The proposed Zoning Ordinance preserves and protects single-family residential neighborhoods from incompatible uses.

NOW THEREFORE BE IT RESOLVED, The Planning Commission hereby supports the proposed City of Troy Zoning Ordinance and recommends adoption of the proposed Zoning Ordinance by City Council.

Yes: Edmunds, Hutson, Maxwell, Sanzica, Strat, Tagle, Ullmann

No: Vleck

Absent: Schultz

MOTION CARRIED

Mr. Vleck stated he is supportive of 98% of the document. His no vote was intended to put City Council on notice that there were some provisions in the proposed document that were more restrictive than the existing Zoning Ordinance; for example, parking of commercial vehicles in residential districts. Other than a few provisions, he supports the draft document.

REC'D

DEC 14 2009

PLANNING DEPT.

Robert & Lucille M. Arking
4705 Stoddard Drive
Troy, MI 48085
11 Dec. 2009

Mr. R. Brent Savident,
Acting Planning Director
Troy City Hall
Troy, MI 48084

Re: Review of Existing Zoning Regulations

Dear Mr. Savident:

We have been informed that you will soon start reviewing existing City zoning regulations to determine their applicability to present conditions. Given that the City's business and residential real estate values are falling and not expected to recover their past values for another five or more years, then it is essential to insure that current zoning regulations do not inadvertently hinder that hoped-for increase in residential real estate sale prices.

It is our experience that sections 40.65.00ff regarding outdoor storage in residential districts may be having such an unintended effect. Our neighbor stores his outboard boat and camping trailer in what is his side yard, and at about 3 ft. from the side property line. Under the regulations as written, this is legal. However, unlike the situation depicted in the lot diagrams contained on page 39-49 of the Troy Zoning Ordinance, his house as originally built has a minimum setback from the street while mine as originally built has a larger setback (I note that the subdivision plans with such varying setbacks were approved by the City many years ago). Consequently, his side yard abuts my front yard, and so his trailer extends beyond my front door. Not only does this recreational storage area provide an unsightly view for visitors walking up my entrance-way, but it also blocks the view out of my den window and otherwise spoils the enjoyment which home owners should be able to derive from their residence. I attach to this letter five photographs which illustrate the situation, with a description of each photo at the end of this letter.

This situation gives rise to the following observations:

- Nobody should be allowed to store large RVs or boats on their property such that they are visible to the neighbors or from the curb. Stored RVs visible from the curb present a poor curbside appeal to a prospective buyer, even if on a neighboring lot, and so will adversely affect the price of the affected home. A general rule that would work here would be that one person's convenience should not work to a neighbor's detriment. This is particularly important in small-lot (1D) subdivisions.
- The City of Troy should insure that their laws and zoning regulations are such as to maintain and enhance residential values. The failure to require homeowners not to have cluttered or unsightly properties acts so as to decrease residential values.
- The City's failure to do this at present likely stems from changes in the zoning regulations done about a decade or so ago. Those changes have affected the City's image as being a family friendly place of beauty. We know of neighbors who have already left the neighborhood or Troy itself because of the RV storage problem and its effect on esthetics and values.

RV owners will protest that they have a right to their vehicles. And so they do. They do not, however, have a right to impose the storage costs on their neighbors instead of paying to store them off-site. There is no free lunch. We store our own boat off-site, and so practice what we preach.

If the financial crisis has re-taught us anything, it must be that it is cheaper and more efficient to prevent a problem than it is to fix it after the full damage is done. It is for that reason that we call your attention to the problems described above.

Thank you very much for your consideration of this unintended consequence of the present Troy zoning code. I hope that you and your group will be able to devise some solution to this problem. Moving out of Troy is one solution but not one we are anxious to undertake. Please feel free to contact us if you need any further information.

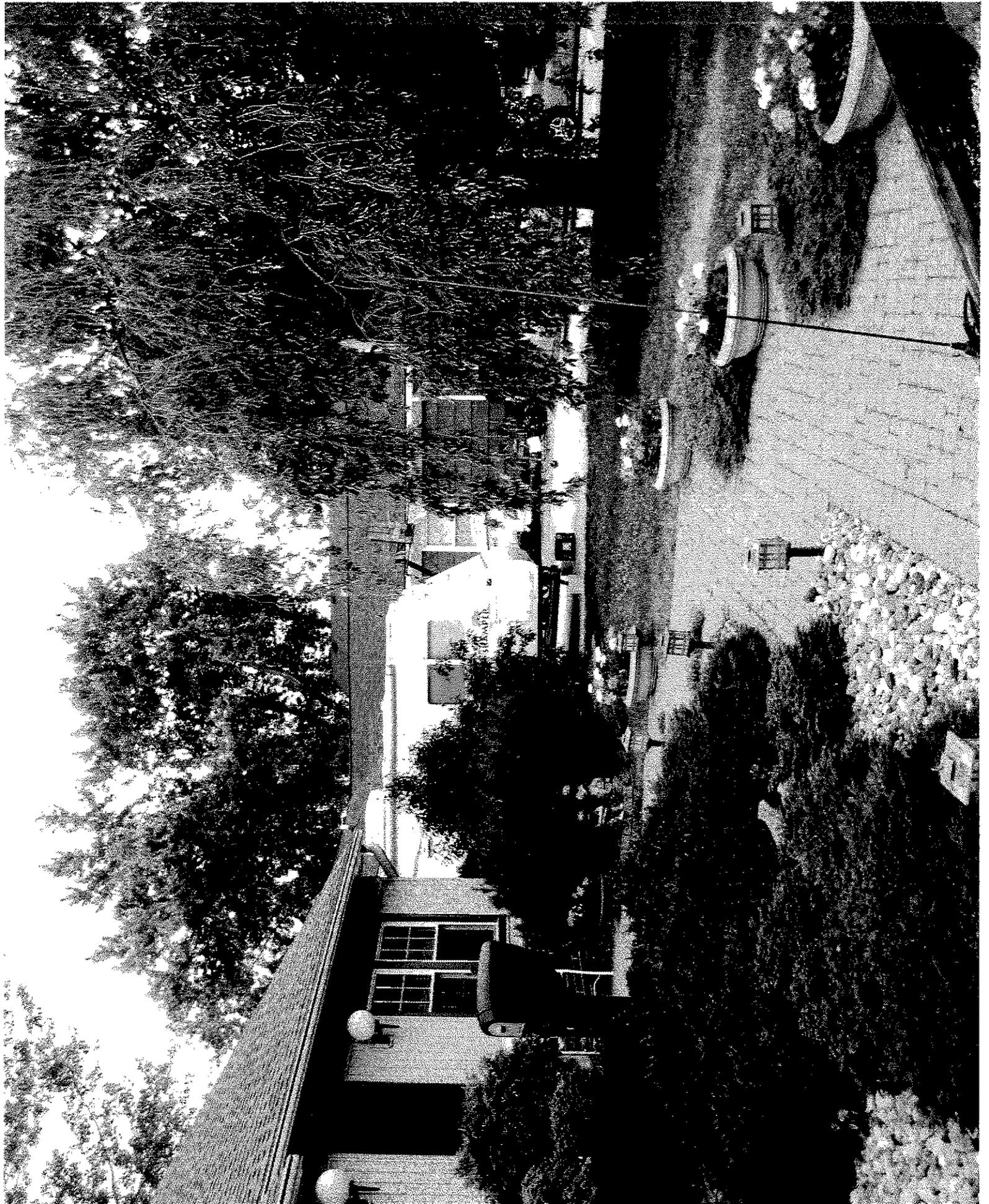
Sincerely yours


Robert Arking
248-689-5286 (home)

Lucille M. Arking


brkzc@aol.com

- PS. I enclose five photographs so as to better illustrate the situation caused by the zoning regs.
- Photo 1: View from my entrance walk, with a prominent view of the stored RV on neighbor's lot to north of our house..
 - Photo 2. Street view of stored RV and boat on neighbor's lot to north
 - Photo 3. View out of my den window to neighbor's lot to north
 - Photo 4. View of stored boat and clutter behind RV on lot to north
 - Photo 5. View from our breakfast room window to stored RV on neighbor's lot to south











From: [Brent Savidant](#)
To: [Kathy Czarnecki](#)
Subject: FW: Draft Form Based Zoning Ordinance in respect to neighborhood nodes.
Date: Monday, January 24, 2011 3:08:11 PM

For distribution to PC at tomorrow's meeting.

From: Kathy Czarnecki **On Behalf Of** Planning
Sent: Monday, January 24, 2011 3:06 PM
To: Brent Savidant; 'Zak Branigan (zbranigan@cwaplan.com)'
Subject: FW: Draft Form Based Zoning Ordinance in respect to neighborhood nodes.

From: Pepblk2@aol.com [mailto:Pepblk2@aol.com]
Sent: Monday, January 24, 2011 3:03 PM
To: Planning
Cc: rbeltram@wideopenwest.com; mfhowryl@umich.edu; 000schilling@ameritech.net; wade.fleming@proforma.com; marykerwin5@hotmail.com; djklslater@aol.com; mmcginis@dmcginnis.com; rbjelica@comcast.net; Sheas6@wowway.com; shope@teomasystems.com; smith9724@att.net; cwhallick@hotmail.com; pepblk2@aol.com; troymeadowsassoc@yahoo.com; brhought@yahoo.com; abutcher01@yahoo.com; miciuda@wideopenwest.com
Subject: Draft Form Based Zoning Ordinance in respect to neighborhood nodes.

Planning Commission:

The following is my public comment regarding the proposed zoning ordinance changes posed on the city web site.

I attended the Master Plan review opened to the public several years ago and visited all of the stations. That was my first introduction to the concept of the *neighborhood nodes*. At that open house, the nodes were explained as areas that could be developed with such businesses as coffee shops, bakeries, outside eating areas etc. With the proposed form-base zoning for these areas, what would prevent commercial development such as gas stations, plants or other noxious commercial enterprises from coming to the nodes? Will these types of businesses be permitted to develop in the nodes? If not, is the prohibition clearly spelled out in the proposed ordinance? If they would be permitted in the nodes, I would strongly object to form base zoning for those areas as I believe that they would be a negative force on the property values of surrounding residential areas.

I think that there should be a formal provision for a resident representative for each neighborhood node to be present in the development of any zoning proposal for neighborhood nodes due to their proximity to residential neighborhoods.

One of the neighborhood nodes abuts my subdivision at Livernois and Wattles. Therefore, I will copy this email to my Home Owners Board and to the Mayor and city council for their consideration as well.

Thank you for your consideration,

Mary Ann Bernardi

From: [Brent Savidant](#)
To: [Kathy Czarnecki](#)
Subject: FW: Zoning Plan
Date: Wednesday, March 02, 2011 5:45:14 PM

From: Dennis Bostick [mailto:dbostick@troysports.com]
Sent: Wednesday, March 02, 2011 4:04 PM
To: Brent Savidant
Subject: FW: Zoning Plan

From: Dennis Bostick
Sent: Wednesday, March 02, 2011 4:03 PM
To: 'savidant@troymi.gov'
Subject: Zoning Plan

Brent,

Thank you for hosting the meeting today introducing the new proposed zoning plan for Troy. The new plan is very exciting and I believe will be a great help in revitalizing the City of Troy. Troy is one of the greatest cities in the State of Michigan and this type of proactive change and flexibility in redeveloping the older sections of Troy will keep Troy at the top. As we discussed today, I would like you to consider changing the parcel on the north side of the Troy Sports Center from the current REC zoning to the new CB Community Business zoning. We have been contemplating building an additional ice rink there. We have very strong interest from our current and potential new customers for additional ice availability. I believe it would be the best use for that parcel and the new rink would help to bring more business to the area. If you would like to discuss this further, please contact me anytime at 248-709-4001. Thanks again to you and all those involved in taking the initiative to move Troy forward.

Best Regards,
Dennis Bostick

From: [Brent Savidant](#)
To: [Kathy Czarnecki](#)
Cc: [Paul M Evans](#)
Subject: FW: Proposed Zoning Change
Date: Thursday, March 24, 2011 8:06:28 AM

From: Cynthia A Stewart
Sent: Thursday, March 24, 2011 7:58 AM
To: John Szerlag; John M Lamerato; Mark F Miller; Brent Savidant
Subject: FW: Proposed Zoning Change

From: Kathy Christy [mailto:ktchristy@hotmail.com]
Sent: Thursday, March 24, 2011 7:03 AM
To: Louise Schilling; rbeltram@wideopenwest.com; mmcginnis@dmcginnis.com; djlkslater@aol.com; Wade Fleming; mfhowryl@umich.edu; marykerwin5@hotmail.com
Cc: Cynthia A Stewart
Subject: Proposed Zoning Change

I apologize if you're getting this twice - I hadn't filled in the subject field in the previous email.

Dear Troy City Council Members,

I grew up in Troy, graduating from Troy High School in 1984. After graduating from the Michigan State University College of Veterinary Medicine in 1991 I lived and practiced in suburban Chicago for 7 years prior to returning to Michigan. My husband and I moved to Troy with our 3 children in 2005 feeling that Troy offered just what we were looking for in a community.

I am a veterinarian in the process of locating a space to open a new veterinary practice. I met with Mr. Brent Savidant, Planning Director for the city, and Zak Branigan, the Planning Consultant from Carlisle/Wortman Associates, Incorporated on Tuesday, March 15th and expressed my concern regarding the lack of space zoned properly for a veterinary practice in Troy. At this point there is one practice west of Rochester Road and the other four are all on or east of Rochester Road. I have secured a loan for my practice start-up through Bank of America and am just waiting to find a space to be able to open my doors for business. I am considering opening my practice in the vacant storefront located on the southwest corner of Crooks and South Boulevard. I live in the Forest Creek neighborhood behind this location and feel that I could contribute to the economy of the area in two major ways. First, my practice would attract clients from Birmingham, Bloomfield Hills, Bloomfield Township and West Bloomfield Township whose pets are my current patients. Also, my practice would contribute to the community by offering not only jobs, but also offering exceptional client and patient care for dogs and cats to my neighbors in Troy,

Rochester Hills and Auburn Hills.

I would urge you to consider the proposal for rezoning Troy as it would open up our vacant storefronts and offer opportunities that currently don't exist to bring desperately needed dollars into our city.

Thank you very much for your time and consideration.

Sincerely,

Kathryn Christy DVM

248-835-1256

ktchristy@hotmail.com

From: [Jim Forrer](#)
To: [Kathy Czarnecki](#)
Subject: RE: Zoning Ordinance Workshop
Date: Thursday, February 24, 2011 3:38:15 PM

Thank you Kathy.
This will help all our citizens.
We, The City of Troy, are the best....you help make
this,
thank you Kathy.

Jim

James C. Forrer
President/CEO
"Helping Angels"-Charity &
Media Marketing, Inc. /"Crisis Management"

The Area Agency on Aging--AAA 1-B
[Meals-on-Wheels](#)/["Helping Angels"](#)/[Red Cross](#)/[Salvation Army](#)/[AA](#)

" Helping to make a Difference in Life "

Subject: Zoning Ordinance Workshop
Date: Thu, 24 Feb 2011 11:40:40 -0500
From: CzarneckiK@troy.mi.gov
To: ammkem@hotmail.com; alexdebbie99@aol.com; squasha4u@aol.com; a.breidenich@troy.mi.gov; abrodbine@aol.com; acomiskey2@troy.k12.mi.us; shiningstar441@yahoo.com; morossreo@aol.com; babs8455@aol.com; bartbaron2000@yahoo.com; wecowger@acaciaphoto.com; jakpre24@msn.com; arbuckle@millercanfield.com; bjwattles@comcast.net; crk99@hotmail.com; ddarchmi@aol.com; chrly91cat@aol.com; tiger2000yuan@yahoo.com; celahiri@lahristudios.com; chriss@oelearning.com; C.Forsyth@troy.mi.gov; cjc123@gmail.com; Cindy.Stewart@troy.mi.gov; robin486@msu.edu; daveonlotus@aol.com; dlove15098@aol.com; dthanley@hotmail.com; nedludd@comcast.net; drkrall1776@yahoo.com; dlakin1954@wowway.com; djh611@aol.com; david@eisenbacher.org; accessanswers@aol.com; dianne.biernat@alcoa.com; dbeaubien@comcast.net; kondrat@wowway.com; dgguthrie@wideopenwest.com; donlg@netcsd.com; etokarski@waw.misd.net; eguzelay@hotmail.com; frstabler@cs.com; fredphillips@ameritech.net; mfr59troy@aol.com; gacastile@yahoo.com; ahmedhanna@msn.com; kberes3855@wowway.com; hadams1@wowway.com; ivanzoe@aol.com; gmpatsch@aol.com; jstarr@wideopenwest.com; Bigstew00@yahoo.com; jenerous5x@yahoo.com; jerryliberty@hotmail.com; miss_pulu@hotmail.com; glossnalceeyes@hotmail.com; jillstew65@aol.com; douglas2j@comcast.net; jwerpetinski@netzero.com; jslop9@aol.com; jimforrer@msn.com;



**FRANKEL
ASSOCIATES**

January 21, 2011

Mr. John Szerlag, City Manager
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

RECEIVED

JAN 24 2011

**CITY OF TROY
CITY MANAGER'S OFFICE**

RE: Zoning Ordinance

Dear Mr. Szerlag:

Thank you very much for providing me with a Draft of the proposed revised Zoning Ordinance for the City.

Upon review, I am very impressed and supportive of the new approach to stimulate quality development and investment in the City. As a long time Troy landlord and developer, I can appreciate what this new ordinance should be able to achieve.

If there is anything I can do to further this endeavor, please let me know.

Sincerely,

Stanley Frankel

srp

From: ggeisler272@aol.com
To: [Planning](#)
Subject: Comments on Proposed Zoning Ordinancs
Date: Tuesday, February 08, 2011 3:21:34 PM

Dear Sirs

I am writing to provide some feedback for the proposed zoning revisions.

First of all, I think is worth mentioning, I had some initial trepidation over a “comprehensive re-write,” however, in general, the proposed changes/up-grades are much better then the current ones.

The follow are some concerns and suggestions I noticed in the solar energy systems. I also have some comments on the ‘mixed-use’ and neighborhood nodes, but those will have to wait.

1 Clarification

I believe the usage of active and passive solar energy systems conflicts with industry and common usage.

The Passive definition is OK (pg 2-17) however, in the solar Structure Section (pg 12-12), contextually “Passive” usage conflicts with the definition.

The Active definition is vague (Pg 2-2.) It is unclear whether Active refers to Articulated (sun-tracking systems) or “Forced circulation” systems where pumps/fans are used to motivate a transfer fluid through the system.

May I suggest, words like stationary, fixed and/or articulated be included in the text. Examples of each could be included in the definitions.

2 Concern

The Maximum Height of Structures in the Solar Section (pg 12-12) is inconsistent with the limitations placed on buildings and wind energy systems.

In the residential R-1A-E zoning, height is limited to 30 feet / 2.5 stories. In the same areas, wind turbines are limited to 25 or 35 feet. The 40 foot maximum height for freestanding active solar systems is out of line.

I have safety concerns (especially if ‘active’ refers to articulated systems) as a 40’ tall pole mounted articulated PV Panel could have the similar ‘downwind debris’ issue wind system have (thrown blades, ice, loose bolts, etc.) A large flat plate is subject to lift, drag and pitch moments.

A 40 foot tall panel would also intrude on neighboring ‘Solar Access.’

Perhaps, language such as “reasonably fits within the building envelope” for

architecturally integrated systems could be added, and free standing units be subjected to the same height limitations as buildings.

3 Concern

Same Solar Section. As written, Solar Systems are not subject to the maximum lot coverage as building are. There are limits placed on attached and detached accessory buildings (ie: garages.)

There should also be limits placed Solar systems. I am especially concerned about free standing units. As proposed, some real eyesores could be constructed (ie: the whole rear yard covered with collectors.)

At low sun angles (early morning/evening), such "over coverage" can place an unreasonable burden on neighboring properties (glare.)

Lastly, I just wanted to note I am pro-alternate energy, but don't feel they should receive overly favorably consideration and preference.

Thank You for your time

-Gregory H. Geisler
mere citizen

June 3, 2010

To: Zoning Review Group

From: Rick Howard
Grace Christian Learning Center
2051 East Big Beaver Rd.
Troy, MI 48083

Re: Feedback on zoning ordinance in 10.30.03 paragraph A

To whom it may concern,

Thank you for reading and considering my comments, which pertain to Section 10.30.03 paragraph A of the zoning ordinance. The code requires 150 square feet of outside play area for every child under care at a daycare center. Here are reasons why I feel the code is inadequate and needs to be altered.

- 1) **Large Variance between State DHS and Troy Regulations:** The State of Michigan DHS department is the regulator and performs annual inspections for daycare centers. Their requirements call for 150 sq feet of outside play area for each child under our care, but only up to a maximum of 2500 square feet. The city code does not specify a maximum, yet it has a minimum that is double the state maximum. It raises the question as to why there a huge difference between the State and the City. Being daycare owners for almost 20 years our experience has led us to the conclusion that there is not a sufficient reason. We are confident that the intent was not to discourage the development of daycare centers in Troy, but perhaps on overlook in detail.
- 2) **Vague wording creating undue hardship:** In 1999, we purchased the property at 2051 E. Big Beaver with the intent to build a daycare center. We scrapped together every last dime we had to buy the lot. Then we spent thousands of dollars to prepare surveys and architectural drawings to submit to the city planning department. It was then brought to our attention by Troy Planning that we did not have enough outside play area per the city zoning ordinance. We did not have the option to back out of the purchase. We had to spend another \$300,000 to acquire two lots that were adjacent to our property. In our situation we consider ourselves fortunate that the lots were for sale. For others, it could mean the end of their business. I know that the relationship between a business and the city is collaborative. The city wants new businesses to provide valuable services to the community and to increase the tax base. I believe the hardship created by the code is unintentional, and that the city may want to correct this piece of code and provide incentive for new businesses to come to Troy.

3) **Code failure to account for common sense exceptions:**

- a) The code as it is written, fails to account for common sense exceptions. For example, 25 % of the children at our center are not walking yet. Therefore there is no need to set aside play area for them. We can easily assume the same percentage applies to most other daycares.
- b) As a daycare, we ask ourselves how many children will actually be using the outside play area simultaneously? Our first priority is safety, so we have made the decision to never have all of our classrooms outside all at once. The most important thing about outside play is that we safely account for the children as they exit and re-enter the building. Each age group has a slotted time to use the playground. I think of the bus seating for our city schools. They use the same buses to cycle around to pick up the children in shifts, as opposed to having a seat for every child that attends the city schools. Mandating them to have a seat for every child would cause incredible hardship, and they would have to double if not triple the amount of buses they currently use. We strongly feel that the same logic applies to us.
- c) What about inside play area as an alternate to outside play? Neither the state or city recognize a need or requirement for inside play area. We have a 2000 sq ft gym that the children enjoy with greater frequency than the outside play area. It has been a great feature for the kids and has set us apart from most other daycares. But this is not taken into account by the code.

These are the points I wanted to make. I feel they are convincing reasons to take action.

If this helps here is my suggested wording to replace section A.

That for each child so maintained or cared for, there shall be provided and maintained a minimum of one hundred fifty (150) square feet of outdoor play area. The maximum required play area will be limited to five thousand (5,000) square feet. Such play area shall be visually screened from any adjoining lot in any residential District, in a manner acceptable to the Planning Commission.

The new code would still be double the state maximum. And it is no more difficult to enforce than the current code. Thank you for your consideration.

Sincerely

Rick Howard

From: [Brent Savidant](#)
To: "[Zak Branigan](#)"; "[Richard Carlisle](#)"
Cc: [Kathy Czarnecki](#)
Subject: FW: New Ordinance Suggestion
Date: Thursday, March 03, 2011 8:11:30 AM

-----Original Message-----

From: Tom Krent [<mailto:tomkrent@wideopenwest.com>]
Sent: Wednesday, March 02, 2011 8:17 PM
To: Brent Savidant
Subject: New Ordinance Suggestion

Brent,

I watched the February Planning Commission meeting on WTRY last week and I have a suggestion.

At that meeting commissioners discussed a possible new ordinance regarding the parking of recreational vehicles on residential properties. The existing ordinance allows recreational vehicles to be parked behind the front wall of a home so that it lessens the visual impact on the neighborhood. That works fine in most cases because all of the houses on the street generally have the same setback from the street. In some neighborhoods, especially where the road may curve, the front of one house may be 20 or 30 feet in front of its neighbor's house. In those cases a neighbor's recreational vehicle may protrude 20 or 30 feet in front of the neighboring house. To remedy this situation, the proposed new ordinance would use the next door neighbor's house front as the governing line to allow parking of a recreational vehicle in a side yard. That way, the open spaces of the neighborhood's front yards are visually preserved. That desired objective preserves the natural features of front yards by eliminating large mechanical objects in front yard areas.

The matter was not acted on at that February meeting. It seemed that some members felt that the ordinance change would have no effect on the problem because all of the existing situations would be "grandfathered". Even though that is what would happen in the short term, I feel that we should plan for the future. As families move over the next 30 or 40 years, the new ordinance would improve the situation, and slowly weed out those situations that cause neighbors to quarrel.

I know of one case where a resident moved because of this situation. After living in a Troy house for many years a new family moved in next door and parked their RV behind the front of their house. That legally parked RV protruded 20 feet in front of the house next door. The point of friction between the two neighbors resulted in the long-time Troy homeowner moving.

My suggestion is that the Planning Commission should adopt the new ordinance revision that uses a next-door neighbor's house front as the governing factor to determine the front setback for parking recreational vehicles in residential neighborhoods. Our ordinances should provide rules that reduce neighbor to neighbor quarrels.

Tom Krent
3184 Alpine
Troy, MI 48084

248-649-4948

From: [Brent Savidant](#)
To: "[Zak Branigan](#)"; "[Richard Carlisle](#)"; [Mark F. Miller](#)
Cc: [Kathy Czarnecki](#)
Subject: FW: Zoning Ordinance Workshop
Date: Wednesday, March 02, 2011 11:00:52 AM

From: Jason Longhurst [mailto:jlonghurst@nowakfraus.com]
Sent: Wednesday, March 02, 2011 10:55 AM
To: Brent Savidant
Subject: Zoning Ordinance Workshop

Brent,

We appreciate the opportunity to review the proposed improvements to the City of Troy Zoning Ordinance. We have briefly reviewed the draft documents posted to the City's website and find them to be very thorough and user friendly. The following is a summary of our questions / comments at this time:

- The deletion of the Schedule of Regulations was concerning as this is where we receive a majority of the information displayed on our Site Plans. However, having this information broke down and displayed in each zoning classification is very user friendly and appears to be an improvement over the typical Schedule of Regulations chart.
- Are the restrictions noted for some uses in Specific Use Standards more restrictive than what is listed in the zoning classifications where those uses are permitted? If so, it may be beneficial to provide notation under each zoning classification directing readers to the Specific Use Standards for additional requirements. This may have already been provided and we just missed it in our brief review.
- We see that the use of bio-swales, rain gardens, etc. is being promoted under the new Stormwater Management section. Will the use of these BMP's help to offset the overall stormwater detention requirement for a site (i.e. - have their volume count towards the total required volume for a development)?

I'll forward the draft ordinance around our office and send you any additional comments that we may have.

Please feel free to contact me should you wish to discuss our comments further. I can be available this afternoon if you would like us to stop by for a meeting.

Jason R. Longhurst, P.E.
Project Engineer
jlonghurst@nowakfraus.com



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342
248.332.7931 VOICE
248.332.8257 FAX

W W W . N O W A K F R A U S . C O M



UNIVERSAL CONSOLIDATED ENTERPRISES, INC.

A DIVERSIFIED COMPANY WITH MULTIPLE INTERESTS

March 14, 2011

City of Troy, Planning Department
ATT: R. BRENT SAVIDANT, AICP/PCP
500 West Big Beaver Road
Troy, MI 48084

RE: RESPONSE/REACTION TO THE MARCH 8, 2011 CITY OF TROY MEETING AND DISCUSSION RELATED TO THE PROPOSED ORDINANCE CHANGES.

Dear Mr. Savidant,

I am corresponding to comment in regards to your proposed zoning ordinance changes. From my point of view it appears that your efforts have been focused on creating a more user friendly ordinance and allowing for a considerably more amicable process for potential development in your community. For these efforts I must commend all of those who have been involved.

You and your contemporaries obviously have the foresight to make these important and necessary changes. The phrase coined by Mr. Miller of "FAST, FAIR, & PREDICTABLE" as applied to these processes is well over due. I completely concur with the direction that you are taking the City of Troy.

In this competitive real estate market and in the state of the current economy no city can afford to alienate the current residents, whether they be individuals, corporations, industrial or commercial tenants. Keeping those who are currently in the City and attracting new ones is extremely important to the vitality of your community. Your newly proposed ordinance changes, in my belief, will facilitate just that!

Many of my customers will welcome the change. We will also be much more inclined to steer new development and bolster expansion of existing facilities within your community as opposed to relocation to another. I need not mention more in this regard.

We are looking forward to working with you in your city under these new guidelines. Keep up the good work!

Sincerely,

Bradley A. Wolfbauer

A meeting of the Employees' Retirement System Board of Trustees was held on Wednesday, January 12, 2011, at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 12:08 p.m.

Trustees Present: Mark Calice
Thomas J. Gordon, II
Mary Kerwin
John M. Lamerato
William R. Need (Ex-Officio)
John Szerlag

Trustees Absent: Steve Pallotta
Thomas Rosewarne

Also Present: Tim McLean

Minutes

Resolution # ER – 2011-1- 01

Moved by Kerwin
Seconded by Gordon

RESOLVED, That the Minutes of the December 8, 2010 meeting be approved.

Yeas: All – 5
Absent: Pallotta, Rosewarne

Other Business – Prior Government Service

The board received and filed the following prior government service requests:

Doreen Forgue: 8 years, 3 months

Other Business – Election of Chair and Vice Chair

Resolution # ER – 2011-1- 02

Moved by Szerlag
Seconded by Kerwin

RESOLVED, That Mark Calice be appointed Chair and Tom Gordon Vice Chair.

Yeas: All – 5
Absent: Pallotta, Rosewarne

Other Business – Retirement Request

Resolution # ER – 2011-1- 03

Moved by Lamerato
Seconded by Szerlag

RESOLVED, That the following retirement requests be approved:

Rodney Bovensiep, DB, 2/17/11, 39 years, 11 months

Yeas: All – 5
Absent: Pallotta, Rosewarne

Other Business – 2011 Meeting Dates

Resolution # ER – 2011-1- 04

Moved by Kerwin
Seconded by Lamerato

RESOLVED, That the board approve the 2011 meeting dates on the attached schedule.

Yeas: All – 5
Absent: Pallotta, Rosewarne

Investments

Resolution # ER – 2011-1- 05

Moved by Lamerato
Seconded by Gordon

RESOLVED, That the board buy and sell the following investments:

Buy: \$1,000,000 MFS Dividend Income Fund
\$2,000,000 PIMCO Unconstrained Bond Fund
\$2,000,000 Lord Abbett Floating Rate Fund

Sell: Garmin;
\$2,000 Pimco Total Return;
Eaton Vance National Municipal Bond Fund (confirm)

Yeas: All – 5
Absent: Pallotta, Rosewarne

Public Comment

Martin Howrylak was in attendance.

The next meeting is February 9, 2011 at 12:00 p.m. at Troy City Hall, Conference Room C, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 12:48 p.m.

Mark Calice, Chairman

John M. Lamerato, Secretary

JML/bt\Retirement Board\2010\1.12.11 – Minutes_Final

**CITY OF TROY
MICHIGAN
PUBLIC NOTICE**

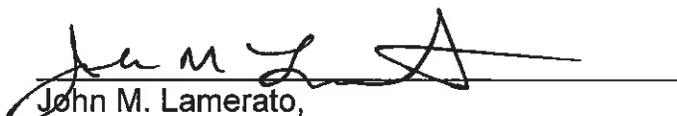
**Employee's Retirement System Board of Trustees
2011 REGULAR MEETINGS**

In accordance with the provisions of the Michigan State Law, Notice is hereby given that the Employee's Retirement System Board of Trustees of the City of Troy will hold Public Meetings at City Hall, 500 West Big Beaver Road, Troy, Michigan, (248) 524-3330, on the following dates:

Wednesday, January 12th, 2011
Wednesday, February 9th, 2011
Wednesday, March 9th, 2011
Wednesday, April 13th, 2011
Wednesday, May 11th, 2011
Wednesday, June 8th, 2011
Wednesday, July 13th, 2011
Wednesday, August 10th, 2011
Wednesday, September 14th, 2011
Wednesday, October 12th, 2011
Wednesday, November 9th, 2011
Wednesday, December 14th, 2011

All of the above meetings will be held in the Conference Room C at 12:00 pm and are open to the public.

This notice is hereby posted as required by Section 4 of the Open Meetings Act, (MCLA 15.261 et seq.).



John M. Lamerato,
Assistant City Manager – Finance & Administration

Posted: January 4, 2011

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk (248) 524-3317 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

ELECTION COMMISSION MINUTES – Final**January 31, 2011**

A meeting of the Troy Election Commission was held January 31, 2011, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 8:15 AM.

ROLL CALL:

PRESENT: Timothy Dewan, Tonni L. Bartholomew, City Clerk
ABSENT: David Anderson

Minutes: Regular Meeting of September 23, 2010

Resolution #EC-2011-01-001
Moved by Dewan
Seconded by Bartholomew

RESOLVED, That the Election Commission hereby **APPROVES** the Minutes of September 23, 2010 as presented.

Yes: Bartholomew, Dewan
No: None
Absent: Anderson

MOTION CARRIED

Approval of Consolidation of Precincts

Resolution #EC-2011-01-002
Moved by Dewan
Seconded by Bartholomew

RESOLVED, That the Election Commission of the City of Troy hereby **AUTHORIZES** that applicable precincts servicing qualified electors in the City of Troy be **CONSOLIDATED** for the May 3, 2011 Election in accordance with MCL 168.659.

Yes: Bartholomew, Dewan
No: None
Absent: Anderson

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:17 AM.

Tonni L. Bartholomew, MMC
City Clerk

LIQUOR ADVISORY COMMITTEE MINUTES – FINAL FEBRUARY 7, 2011

A regular meeting of the Liquor Advisory Committee was held on Monday, February 7, 2011 in the Lower Level Conference Room of Troy City Hall, 500 West Big Beaver Road. Chairman Max K. Ehlert called the meeting to order at 7:04 p.m.

ROLL CALL:

PRESENT: Max K. Ehlert, Chairman
 W. Stan Godlewski
 Andrew Kaltsounis
 David S. Ogg
 Timothy P. Payne
 Bohdan L. Ukrainec

ABSENT: Patrick C. Hall

ALSO PRESENT: Officer James Feld
 Susan Lancaster, Assistant City Attorney
 Lauren Harden, student representative
 Dane Lepola, student representative
 Pat Gladysz

Resolution to Excuse Committee Member Hall

Resolution #LC2011-02-001
 Moved by Ukrainec
 Seconded by Payne

RESOLVED, That the absence of Committee member Hall at the Liquor Advisory Committee meeting of February 7, 2011 be **EXCUSED**.

Yes: 6
 No: 0
 Absent: Hall

Resolution to Approve Minutes of December 13, 2010 Meeting

Resolution #LC2011-02-002
 Moved by Ukrainec
 Seconded by Payne

RESOLVED, That the Minutes of the December 13, 2010 meeting of the Liquor Advisory Committee be **APPROVED**.

Yes: 6
No: 0
Absent: Hall

Agenda Items

1. **JJWM, LLC** requests to transfer ownership of 2010 Class C Licensed Business, located at 5D 1933 W. Maple, Troy, MI 48084, Oakland County, from Café Sushi, LLC and requests New Official Permit (Food) {MLCC Req. 573485}.

Present to answer questions from the Committee were attorney Kelly Allen, and business partners Jing Yu and Jian Yu. Two other business partners, Wei Yu and Wensheng Zhou, were not present at the meeting.

Ms. Allen explained that the four partners have vast experience in the restaurant business and have entered into an agreement with the current owners to purchase the business.

Ms. Allen explained that one of the partners, Jian Yu, disclosed two convictions in his criminal history. In 1994 at the age of 18, he was convicted of a misdemeanor for malicious destruction of property. In 1995 at the age of 19, he was convicted of a misdemeanor for possession of marijuana. Since 1995, he has had no arrests. Ms. Allen informed the Committee that the MLCC generally considers the previous seven years in an applicant's criminal history.

Another of the partners, Jing Yu, disclosed a criminal conviction but nothing was located during Ms. Allen's search. Officer Feld reported also that nothing was located and it is possible that this event may have occurred when Mr. Yu was a juvenile.

The partners will retain the current menu and staff. They plan to employ a general manager and 15-18 additional people. All employees will be TIPS/TAMS trained.

Officer Feld reported that the previous owners had sales to minor violations in 2005 and 2008. Also, the Fire Department needs to make a reinspection.

Resolution #LC2011-02-003

Moved by Ukrainec

Seconded by Payne

RESOLVED, That the Liquor Advisory Committee recommends that the request of JJWM, LLC to transfer ownership of 2010 Class C Licensed Business, located at 5D 1933 W. Maple, Troy, MI 48084, Oakland County, from Café Sushi, LLC and

request for New Official Permit (Food) be **APPROVED** with the stipulation that all four business partners participate in the TIPS/TAMS training.

Yes: 6
No: 0
Absent: Hall

2. **The Neiman Marcus Group, Inc.** (a Delaware Corporation) requests a new Direct Connection-1 to be held in conjunction with 2010 Class C and SDM Licensed Business with Official Permit (Food), located at 2705 West Big Beaver, Troy, Michigan 48084, Oakland County {MLCC Req. #178061}.

Present to answer questions from the Committee was Darlene Anderson, Operations Manager of the Neiman Marcus Troy location.

Ms. Anderson explained that this “Direct Connection-1” is a requirement of the MLCC. This permit allows customers to walk through the retail store to get into the cafe where alcohol is served.

Resolution #LC2011-02-004
Moved by Godlewski
Seconded by Kaltsounis

RESOLVED, That the Liquor Advisory Committee recommends that the request of The Neiman Marcus Group, Inc. (a Delaware Corporation) for a new Direct Connection-1 to be held in conjunction with 2010 Class C and SDM Licensed Business with Official Permit (Food), located at 2705 West Big Beaver, Troy, Michigan 48084, Oakland County be **APPROVED**.

Yes: 6
No: 0
Absent: Hall

Officer Feld advised the Committee on the following:

Mr. Pizza, Inc.

This is a transfer of ownership and should appear on next month’s Agenda.

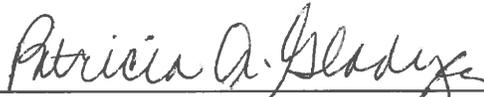
Hotel Management Advisors-Troy, LLC

This is a transfer of ownership and should appear on next month’s Agenda.

The meeting adjourned at 7:45 p.m.



Max K. Ehlert, Chairman



Patricia A. Gladysz, Secretary II

A meeting of the Employees' Retirement System Board of Trustees was held on Wednesday, February 9, 2011, at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 12:05 p.m.

Trustees Present: Thomas J. Gordon, II
Mary Kerwin
William R. Need (Ex-Officio)
Steve Pallotta
Thomas Rosewarne
John Szerlag

Trustees Absent: Mark Calice
John M. Lamerato

Also Present: Lori Grigg Bluhm
Tim McLean

Minutes

Resolution # ER – 2011-2- 06

Moved by Pallotta
Seconded by Szerlag

RESOLVED, That the Minutes of the January 12, 2011 meeting be approved.

Yeas: All – 5
Absent: Calice, Lamerato

Other Business – Kocenda Case

Resolution # ER – 2011-2- 07

Moved by Szerlag
Seconded by Pallotta

RESOLVED, That the board hereby schedules the postponed requested reconsideration of the medical duty disability request of David Kocenda for the March 9, 2011 regular meeting, which starts at 12:00pm, and is held in conference room C, Troy City Hall, 500 W, Big Beaver Road, Troy, Michigan 48084

Yeas: All – 5
Absent: Calice, Lamerato

Other Business – Retirement Request

Resolution # ER – 2011- 2 - 08

Moved by Rosewarne

Seconded by Pallotta

RESOLVED, That the following retirement requests be approved:

Name	Carol K. Anderson	Carol M. Stein	Mary F. Redden	Nancy Kuha
Pension Program	DB	DB	DB	DC
Retirement Date	03-22-11	03-01-11	03-12-11	03-01-11
Department	Parks & Recreation	Finance	City Manager	Finance
Service Time	21 years, 10 months	25 years, 8 months	24 years, 4 months	21 years, 4 months
Name	Vicki Richardson			
Pension Program	DC			
Retirement Date	03-01-11			
Department	Public Works			
Service Time	11 years, 11 months			

Yeas: All – 5

Absent: Calice, Lamerato

Investments

Resolution # ER – 2011- 2 - 09

Moved by Pallotta

Seconded by Rosewarne

RESOLVED, That the board sell 4,805 shares of Xerox.

Yeas: All – 5

Absent: Calice, Lamerato

Public Comment

Cameron Wright, opined that there were laws that would prevent a withdrawal of contributions from retirement accounts.

The next meeting is March 9, 2011 at 12:00 p.m. at Troy City Hall, Conference Room C, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 12:45 p.m.

Mark Calice, Chairman

John M. Lamerato, Secretary

JML/bt\Retirement Board\2011\2.09.11 – Minutes_Final

The Regular Meeting of the Troy City Planning Commission was called to order by Chair Hutson at 7:30 p.m. on March 8, 2011, in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
 Michael W. Hutson
 Philip Sanzica
 Robert Schultz
 Thomas Strat
 John J. Tagle
 Lon M. Ullmann
 Mark J. Vleck (arrived 7:35 p.m.)

Absent:

Mark Maxwell

Also Present:

R. Brent Savidant, Acting Planning Director
 Allan Motzny, Assistant City Attorney
 Mark F. Miller, Acting Assistant City Manager/Economic Development Services
 Richard K. Carlisle, Carlisle/Wortman Associates, Inc.
 Zachary Branigan, Carlisle/Wortman Associates, Inc.
 Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2011-03-010

Moved by: Schultz
 Seconded by: Edmunds

RESOLVED, To approve the Agenda as prepared.

Yes: Edmunds, Hutson, Sanzica, Schultz, Strat, Tagle, Ullmann
 Absent: Maxwell, Vleck (arrived 7:35 p.m.)

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2011-03-011

Moved by: Sanzica
 Seconded by: Strat

RESOLVED, To approve the minutes of the February 8, 2011 Regular meeting as prepared.

Yes: Edmunds, Hutson, Sanzica, Schultz, Strat, Tagle, Ullmann
 Absent: Maxwell, Vleck (arrived 7:35 p.m.)

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

PRELIMINARY SITE PLAN REVIEW

5. PRELIMINARY SITE PLAN REVIEW (File Number SP 965) – Proposed Alpha Dental Center, 405 E. Maple Road, Northeast Corner of Maple and Kirkton, Section 27, Currently Zoned O-1 (Office Building) District

Mr. Branigan gave a brief review of the application. He addressed the surrounding zoning, parking, site access and landscaping. Mr. Branigan also addressed three variances sought by the applicant and granted by the Board of Zoning Appeals. Mr. Branigan said the proposed project fully complies with all applicable requirements of the Zoning Ordinance and recommended approval of the Preliminary Site Plan.

[Mr. Vleck arrived at 7:35 p.m.]

Arthur Kalajian, project architect, of 1871 Austin Drive, Troy, was present. Mr. Kalajian stated a revised site plan and photometric plan were submitted to the Planning Department. He displayed a colored rendering of the proposed development. Mr. Kalajian addressed revisions to the site plan as a compromise to accommodate requests from the neighbor to the north. He indicated everything practical was done to accommodate the neighbor. Mr. Kalajian believes the development would be an asset to the City and requested a favorable decision by the Board.

There was a brief conversation on the photometric plan with respect to minor light spillage to the east. Mr. Kalajian assured the members that appropriate modifications would be made. Mr. Branigan noted a photometric plan is not required at preliminary review.

Mr. Savidant confirmed the Planning Department received appropriately sealed site plans with the initial submission.

Messrs. Savidant and Branigan confirmed the Preliminary Site Plan application meets all Zoning Ordinance requirements.

Chair Hutson opened the floor for public comment.

Richard Taubman of 32255 Northwestern Highway, Farmington Hills, was present on behalf of Dr. Robert Sklar, the neighbor to the north at 415 E. Maple. Mr. Taubman announced an appeal to the variances granted by the Board of Zoning Appeals was filed with the Oakland County Circuit Court. He asked Board members to consider a postponement of the matter until a decision by the Circuit Court, or to consider approval contingent upon the Court decision.

Chair Hutson stated the City has not been notified to date of any Court injunction of the matter. He said the Planning Commission has an obligation to proceed with the matter and is prepared to approve the Preliminary Site Plan application as submitted.

Mr. Taubman further asked the Planning Commission's consideration of the potential for overflow parking to his client's parking lot. He said the site plan might technically meet all code requirements, but the potential for overflow parking is imminent based on the number of examining rooms proposed.

Chair Hutson replied the Board would take that into consideration.

Mr. Motzny said there is no reason for the Planning Commission not to proceed and take action on the matter. He clarified a postponement could be considered only if the request to postpone was from the applicant.

Chair Hutson closed the floor for public comment.

Resolution # PC-2011-03-012

Moved by: Sanzica
Seconded by: Strat

RESOLVED, That Preliminary Site Plan Approval, pursuant to Section 03.40.03 of the Zoning Ordinance, as requested for the proposed Alpha Dental Center, located on the Northeast corner of Maple and Kirkton (405 E. Maple), in Section 27, within the O-1 zoning district, be granted.

Yes: All present (8)
Absent: Maxwell

MOTION CARRIED

ZONING ORDINANCE TEXT AMENDMENT

6. **PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT** (File Number ZOTA 236) – Proposed Draft Zoning Ordinance and Map Regulating the Development and Use of Land, which Ordinance, if Adopted, will Repeal and Replace the Existing Zoning Ordinance, Chapter 39 of the Code of the City of Troy

Mr. Savidant voiced his appreciation to all involved in the comprehensive rewrite of the Zoning Ordinance. He said attendance at the March 2nd Zoning Ordinance Workshop was an interesting cross section of guests whose comments and insight were welcomed.

Mr. Savidant's PowerPoint presentation highlighted the following features of the Zoning Ordinance rewrite:

- Changes to make document easier to use.
- Changes to expedite review and approval for development applications.

- Changes advanced by the Master Plan.
- Changes advanced by Planning Commission.
- Changes advanced by Staff or CWA.
- Changes required to comply with the Michigan Zoning Enabling Act and other laws.

Mr. Savidant noted that in summary, the proposed new Zoning Ordinance:

- Implements the Master Plan.
- Is easier to use.
- Protects single family residential.
- Offers a wider range of uses permitted in many districts.
- Increases potential and marketability.
- Creates three Form Based Districts.
- Initiates faster approvals for many applications.

Mr. Branigan gave a hands-on demonstration of the web-based Zoning Ordinance.

PUBLIC HEARING OPENED

Dennis Cowan of Plunkett Cooney, 38505 Woodward Avenue, Bloomfield Hills, was present as a representative for White Chapel Cemetery. He posed questions with reference to White Chapel Cemetery in relation to its zoning under the proposed Zoning Ordinance and potential future expansion in the newly proposed neighborhood node.

Mr. Carlisle indicated the proposed Zoning Ordinance provides a mechanism for interpretation of cemetery and similar uses, and stated a rezoning request would be the procedure to follow for potential expansion of the use.

Mr. Cowan asked the timetable of the approval process to adopt the Zoning Ordinance.

Chair Hutson replied the intent is to have a final draft and Public Hearing copy complete within the next two weeks, at which time a Public Hearing date would be scheduled for City Council action.

PUBLIC HEARING CLOSED

Messrs. Branigan and Savidant discussed the Zoning Ordinance “roll-out” upon its adoption by City Council. Mr. Savidant said tutorial sessions would be offered for various Boards and Committees.

There was discussion on creating a use group specifically for cemeteries and similar uses. It was determined to make no changes at this time to the draft Zoning Ordinance in this respect.

Mr. Savidant led discussion on the following:

- Modification of provisions related to solar and wind energy equipment.
 - It was determined to remove paragraph “C” Lot Coverage, under Section 12.05, Solar Structures and Easements.
- Parking of recreational vehicles in front yards.
 - There was a consensus not to revise the proposed language.
- Future zoning of a parcel north of Big Beaver, west side of John R, from MR Multi-Family Residential (proposed) to CB Community Business.
 - Property owner should apply for a rezoning request.
 - Planning Department to research correlation of R-EC zoning district to MR zoning district.
- Section 5.02.A.2 – Add “e”, “An addition to or expansion of an existing building, that does not increase its non-conformity.”
 - There was a consensus to add “e”.
- Section 8.03.C, 9, – To eliminate the words “associated with a residential development”.
 - It was a consensus to leave the wording as is: Construction of an entrance feature associated with a residential development.
- Section 8.03.C – Add “16”, “Any building, structure or use permitted by right in a non Form-Based Code District that meets all requirements of the Zoning Ordinance.”
 - It was determined not to add “16”.
- Section 4.15.D.4 – Parking in front of buildings in IB.
 - It was determined to allow parking with a caveat (to be specified).

There was discussion on which applications would go through administrative approval or Planning Commission approval. Mr. Carlisle stated that any changes affecting the role of the Planning Commission at this juncture in the approval process of the proposed draft Zoning Ordinance would require another Public Hearing.

OTHER BUSINESS

7. **PUBLIC COMMENTS** – Items on Current Agenda

There was no one present who wished to speak.

8. PLANNING COMMISSION COMMENTS

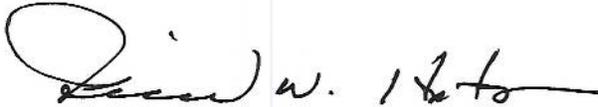
There were favorable comments expressed on the draft Zoning Ordinance.

Messrs. Savidant and Branigan addressed the adoption process of the draft Zoning Ordinance.

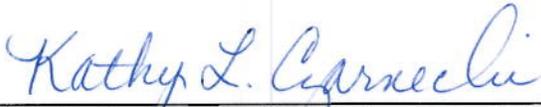
Mr. Savidant gave a brief update on the Troy/Birmingham Transit Center. Mr. Motzny gave a brief status report on the related legal matter with Grand Sakwa.

The Regular Meeting of the Planning Commission adjourned at 9:57 p.m.

Respectfully submitted,



Michael W. Hutson, Chair



Kathy L. Czarnecki, Recording Secretary

ELECTION COMMISSION MINUTES – Draft**March 24, 2011**

A meeting of the Troy Election Commission was held March 24, 2011, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 8:15 AM.

ROLL CALL:

PRESENT: David Anderson, Timothy Dewan, Tonni L. Bartholomew, City Clerk
ABSENT: None.

Minutes: Regular Meeting of January 31, 2011

Resolution #EC-2011-03-003

Moved by Dewan

Seconded by Anderson

RESOLVED, That the Election Commission hereby **APPROVES** the Minutes of January 31, 2011 as presented.

Yes: Anderson, Bartholomew, Dewan

No: None

MOTION CARRIED

Approval of Consolidation of Precincts

Resolution #EC-2011-01-002

Moved by Anderson

Seconded by Dewan

RESOLVED, That Election Inspectors be **APPOINTED** for the May 3, 2011 Election, as presented by the City Clerk.

Yes: Anderson, Bartholomew, Dewan

No: None

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:24 AM.

Tonni L. Bartholomew, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: March 30, 2011

To: John Szerlag, City Manager

From: Gary G. Mayer, Chief of Police
Steve Vandette, City Engineer

Subject: Major Road Speed Limits
Square Lake, Adams to Dequindre
Wattles, Adams to Livernois
Coolidge, South City Limits to South Boulevard
Rochester Road, South City Limits to Stephenson

Background

At the March 28, 2011 meeting you received a city council agenda item regarding major roads speed limits. It was indicated that we would be seeking action at a future meeting. Based on City Council comments from the meeting on March 28, 2011, we have contacted the Traffic Improvement Association and directed them to restudy Wattles Road between Adams and Coolidge.

Recommendation

After the Traffic Improvement Association's study is completed, we will resubmit the agenda item for action.

03/22/2011

The Honorable Mayor Louise E. Schilling
City of Troy
500 W. Big Beaver
Troy Mi 48084

Dear Honorable Mayor Schilling,

I am writing you this letter to educate you on the wonderful professional experience I am having as a volunteer for the Investigations Unit at the Troy Police Department. Each officer is helpful, friendly, and very knowledgeable.

I am a retired Federal employee. I managed the Troy Office for 30 Years, accepted details as needed to other offices, served as OIC (officer in charge) in Clawson, and retired from the Bloomfield Hills Post Office.

I applied for the Troy Citizens Police Academy, and was accepted. I had the opportunity to have a wonderful learning experience from a group of very professional and dedicated police officers and now I am trying to utilize what I have learned by assisting the police department in any way I can during these hard economic times.

The police officers that most impressed me by their concern for the community and professionalism were the officers that are the back bone and strength of the department, enabling Troy to be one of the most organized and safest cities in Michigan. These officers are :

Chief Mayer
Captain Frye
Captain Mott
Lieutenant Stout

I'm sure that I missed a few, but these are the one's that stand out as Troy's Best in my mind during my business communications with them. The names that I have stated above are truly an asset to not only to the police department, but especially to the City of Troy.

I am requesting that their dedication and professionalism does not go unnoticed by the government officials of this community. I personally am making sure that our Troy citizens are aware of the awesome group of leaders that we have here in Troy.

Sincerely,



Christine Birdsall
6271 Mohican
Troy Mi 48085-1131

cc: names included

COUNTY EXECUTIVE DECLARATION

L. Brooks Patterson

Hereby issues this special proclamation in observance of

The Month of April, 2011

as

**Fair Housing Month
"LIVE FREE"**

Whereas April has been declared as Fair Housing Month in recognition of the 43rd anniversary of the signing of the Federal Fair Housing Act; and

Whereas this landmark law along with other federal and state legislation strictly prohibits housing discrimination on the basis of sex, color, race, age, religion, national origin, disability, family or marital status; and

Whereas Fair Housing Month is designed to heighten people's awareness of their rights under the law when pursuing the purchase or rental of housing; and

Whereas all citizens are entitled to freedom of choice in the selection of housing and are guaranteed certain protections under the law if they are victims of discrimination.

Now Therefore I, L. Brooks Patterson, by virtue of the authority vested in me as Oakland County Executive, do hereby authorize the issuance of this special proclamation which declares April 2011 as Fair Housing Month.

In Witness Whereof, I have hereunto set me hand and caused the seal of Oakland County, Michigan to be affixed this 1st day of April, 2011.



A handwritten signature in black ink, appearing to read "L. Brooks Patterson", is written over a horizontal line.

L. Brooks Patterson
Oakland County Executive

REQUEST INFO. REPORT

Request ID : 607836 Unit : 2 Request Status : P
 Attention :
 Business ID : 163033 Bus. Status : Active Licensee : KRUSE & MUER TROY, LLC
 Licensee Status : ACTIVE Role : LLC DBA : KRUSE & MUER ON WILSHIRE
 Addr1 :
 Addr2 : 911 WILSHIRE
 Addr3 :
 City : TROY State : MI Zip : 48084
 LGU Name : TROY CITY File No. : D - 70792 County : OAKLAND

Year	License	Permits
2010	CLASSC	SUNDAY SALES (PM), OFFICIAL PERMIT(FOOD), DANC-ENT, OD-SERV
2010	SDM	

Trans. Type	Completion Type	Description
PEND		NEW SUNDAY SALES PERMIT A.M.

MAR 10 2011

THE LICENSEE'S APPLICATION FOR A PERMIT TO SELL ALCOHOLIC LIQUOR BETWEEN 7 A.M. AND NOON ON SUNDAYS, AS CURRENTLY LICENSED BY THE LIQUOR CONTROL COMMISSION, IS APPROVED PURSUANT TO PUBLIC ACT 213 OF 2010, MCL 436.2111-2115.

THIS PERMIT IS SUBJECT TO REVOCATION BY OPERATION OF LAW OR OTHERWISE IF THE COMMISSION RECEIVES NOTICE FROM A COUNTY, CITY, VILLAGE, TOWNSHIP, OR THE LOCAL GOVERNMENTAL UNIT, THAT IT PROHIBITS OR OTHERWISE OBJECTS TO THE SALE OF SPIRITS, MIXED SPIRIT DRINK OR BEER AND WINE BETWEEN THE HOURS OF 7:00 A.M. AND 12:00 NOON ON SUNDAYS. IF NOTICE AND SUPPORTING DOCUMENTATION IS RECEIVED BY THE COMMISSION A SHOW CAUSE HEARING WILL BE SCHEDULED BEFORE THE COMMISSION UNDER ADMINISTRATIVE RULE 436.1925(1) TO DETERMINE IF THE PERMIT MUST BE REVOKED.

sm/kms

**Michigan Department Of Energy, Labor & Economic Growth
REQUEST INFO. REPORT**

Request ID : 580341 Unit : 2 Request Status : P
 Attention : POST ACTIVITY TO MASTER BUSINESS (14 LOCS)
 Business ID : 130635 Bus. Status : Active Licensee : LOGAN'S ROADHOUSE, INC. (A TENNESSEE CORPORATION)
 Licensee Status : ACTIVE Role : CRP DBA : LOGAN'S ROADHOUSE
 Addr1 :
 Addr2 : 86 W FOURTEEN MILE
 Addr3 : OAKLAND MALL
 City : TROY State : MI Zip : 48083
 LGU Name : TROY CITY File No. : D - 67854 County : OAKLAND

Year	License	Permits
2010	CLASSC	SUNDAY SALES (PM), OFFICIAL PERMIT (FOOD)

Trans. Type	Completion Type	Description
PEND		NEW SUNDAY SALES PERMIT A.M.

FEBRUARY 18, 2011

THE LICENSEE'S APPLICATION FOR A PERMIT TO SELL ALCOHOLIC LIQUOR BETWEEN 7 A.M. AND NOON ON SUNDAYS, AS CURRENTLY LICENSED BY THE LIQUOR CONTROL COMMISSION, IS APPROVED PURSUANT TO PUBLIC ACT 213 OF 2010, MCL 436.2111-2115.

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sm/kms

Michigan Department Of Energy, Labor & Economic Growth
REQUEST INFO. REPORT

Request ID : 608267 Unit : 1 Request Status : P
 Attention : MBID #157917 POST ALL ACTIVITY TO MBID *40 LOCS*
 Business ID : 223549 Bus. Status : Active Licensee : TARGET CORPORATION (A MINNESOTA CORPORATION)
 Licensee Status : ACTIVE Role : CRP DBA : TARGET #1313
 Addr1 :
 Addr2 : 1301 COOLIDGE
 Addr3 :
 City : TROY State : MI Zip : 48084
 LGU Name : TROY CITY File No. : D - 73499 County : OAKLAND

Year	License	Permits
2010	SDM	ON PREM SEATING, DIR-CON - 2

Trans. Type	Completion Type	Description
PEND		NEW SUNDAY SALES PERMIT (AM)

MAR 18 2011

THE LICENSEE'S APPLICATION FOR A PERMIT TO SELL ALCOHOLIC LIQUOR BETWEEN 7 A.M. AND NOON ON SUNDAYS, AS CURRENTLY LICENSED BY THE LIQUOR CONTROL COMMISSION, IS APPROVED PURSUANT TO PUBLIC ACT 213 OF 2010, MCL 436.2111-2115.

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Sm/skp